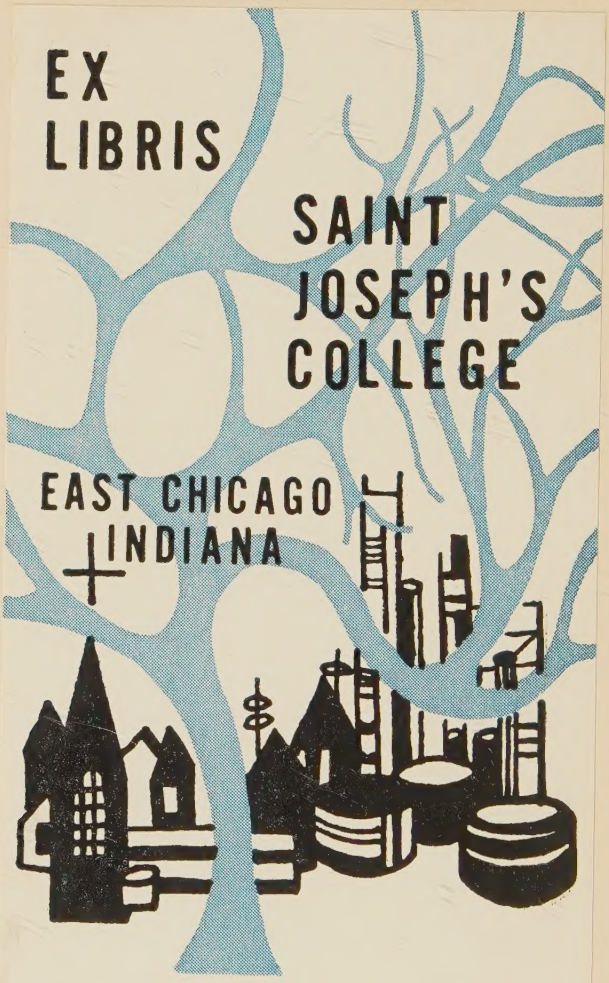
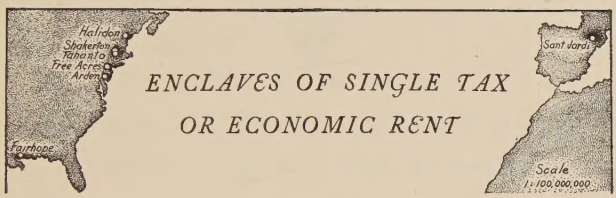

EX
LIBRIS
SAINT
JOSEPH'S
COLLEGE
EAST CHICAGO
INDIANA

Geo. W. Mitchell
August 1932
Chicago

Courtesy of
Lillian Symmes

Digitized by the Internet Archive
in 2026

https://archive.org/details/enclavesofsingle0000char



ENCLAVES OF SINGLE TAX
OR ECONOMIC RENT

FIRST ANNUAL VOLUME

Enclaves of Single Tax for year 1920, published in 1921

Price $3.00

SECOND ANNUAL VOLUME

Enclaves of Single Tax or Economic Rent for year 1921

published in 1922. Price $4.00, post-paid

MAY BE HAD FROM FISKE WARREN

HARVARD, MASSACHUSETTS

66 G1122x

ENCLAVES OF SINGLE TAX OR ECONOMIC RENT

BEING A COMPENDIUM
OF THE LEGAL DOCUMENTS INVOLVED
TOGETHER WITH A HISTORICAL DESCRIPTION

BY
CHARLES WHITE HUNTINGTON

SECOND ANNUAL VOLUME

HD
1313
.H9

336.226 H95e
Vol 2

PUBLISHED BY FISKE WARREN
HARVARD MASSACHUSETTS
1922

Copyright, 1922, *by Fiske Warren*

[*Maps drawn by Margerie Wilson*]

Printed at The Merrymount Press, Boston
[*on Library Text of S. D. Warren Company*]

TO THE MAN OF HYMETTUS

THE FIRST ENCLAVIAN

THIS BOOK

IS RESPECTFULLY DEDICATED

Such was the origin and such the vicissitudes of the tyranny of Pisistratus. His administration was temperate, as has been said before, and more like constitutional government than a tyranny. Not only was he in every respect humane and mild and ready to forgive those who offended, but, in addition, he advanced money to the poorer people to help them in their labours, so that they might make their living by agriculture. In this he had two objects, first that they might not spend their time in the city but might be scattered over all the face of the country, and secondly that, being moderately well off and occupied with their own business, they might have neither the wish nor the time to attend to public affairs. At the same time his revenues were increased by the thorough cultivation of the country, since he imposed a tax of one tenth on all the produce. For the same reasons he instituted the local justices, and often made expeditions in person into the country to inspect it and to settle disputes between individuals, that they might not come into the city and neglect their farms. It was in one of these progresses that, as the story goes, Pisistratus had his adventure with the man of Hymettus, who was cultivating the spot afterwards known as "Tax-free Farm." He saw a man digging and working at a very stony piece of ground, and being surprised he sent his attendant to ask what he got out of this plot of land. "Aches and pains," said the man; "and that's what Pisistratus ought to have his tenth of." The man spoke without knowing who his questioner was; but Pisistratus was so pleased with his frank speech and his industry that he granted him exemption from all taxes. *From the* "Oeconomica," *Chapter xv, Forster's Translation.*

CONTENTS

	PAGE
ENCLAVES OF SINGLE TAX	1
THE GEORGIAN TRUST	4
FAIRHOPE	9
Town Planning Scheme	19
Declaration of Incorporation of Fairhope Single Tax Corporation	23
Charter	24
Constitution	25
By-Laws of People's Co-operative Store	32
Application for Membership in Corporation	33
List of Members of Corporation, 1921	34
Lease	37
The Somers System as Applied in Fairhope	39
Lessees and Rentals, 1921	40
Treasurer's Report for 1920	54
ARDEN	57
Constitution and By-Laws	64
Deed of Trust	69
Lease	72
Raiffeisen Gild	
Rules	73
Application for Loan	76
Annual Report of Arden Building and Loan Association	77
Assessment of Land Rents for 1921	78

List of Registered Voters 82
Financial Report of Trustees for Year Ending March 25, 1921 87

TAHANTO 88
Declaration of Trust 94
Lease 105
Constitution 108
Rental Assessments for Year Ending March 31, 1922 110
List of Members of Tahanto 112
Copy of Rent-Charge 112
List of Holders of Rent-Charges 114
Form of Conveyance of Improvements 115
Financial Statement of Trustees for Year Ending March 31, 1921 116

FREE ACRES 117
Certificate of Incorporation 122
Conveyance and Covenant 123
Constitution and By-Laws 126
Lease 131
Leaseholders and Rentals 132
Financial Statement of Treasurer 136

HALIDON 137
Declaration of Trust 139
Lease 146
Constitution 149
Rochdale Society of Halidon
Agreement of Association 151
Constitution 152
By-Laws 156

Rental Assessments for Year Ending March 31, 1922 158
List of Members of Halidon 159
Financial Statement of Trustees for Year Ending March 31, 1921 160

SANT JORDI 161
Acta de Fideicomissió 163
Contracte de Lloguer 173
Constitució 176
Declaration of Trust (English translation) 179
Lease (English translation) 189
Constitution (English translation) 191

SHAKERTON 194
Declaration of Trust 194
Lease 209
Constitution 212

ARTICLE BY LLEWELLYN JONES 215

APPENDIX 223

INTRODUCTION

A TALE is told of a man who, having been long and hopelessly in prison, finally tried the door of his cell, and, finding it unlatched, went out to freedom. A similar revelation has come to a few Single Taxers.

Multitudes since the time of Henry George have believed in single tax, and have represented their belief by somewhat hopelessly agitating for legislation. But during all this period the way was open to achieve the same end without it. This way has been followed by a few persons, and the seven resulting areas in which single tax exists shine like minute white stars against the darker background.

Some one once said to Charles Lamb, "There is a spot upon your coat, Mr. Lamb." "Clean spot, you mean," rejoined he.

These clean spots, as being enclosed by the huge system from which they have freed themselves (each in its own degree), are called "enclaves," and are described in the following pages.

In the area (2,983,658 square miles) comprehended by the United States, including Alaska, Hawaii, and Porto Rico, the six enclaves represent a proportion of 260 parts in a hundred million; in Andorra, 5000 parts in a hundred million.

Are these enclaves worthy of being expanded? Are they worthy of being multiplied? This book is offered as a part of the evidence.

FISKE WARREN

Shakerton, 1922

ENCLAVES OF SINGLE TAX

THE word "enclave," as used by Single Taxers, means an area of land where the economic rent[1] is collected under the terms of leaseholds and used to pay certain of the taxes levied by the town, county, state, or nation.

An enclave may or may not be a colony, this depending upon whether its characteristic note is attracting settlers or extension of territory, the bringing of the people to the land or of the land to the people. The first class of enclaves, which can properly be spoken of as colonies, is represented by Fairhope in Alabama, Arden in Delaware, and Free Acres in New Jersey; the second class by Tahanto in Massachusetts, while Halidon in Maine represents a compromise between the two, for although in theory it is like Tahanto, its growth has consisted more largely in accessions of colonists than in accessions of land. All the enclaves are identical in the principle of taking the economic rent and using it in payment of taxes. In all of them, therefore, improvements[2] are exempt from taxation. Thus in essence the Single Tax prevails; but, on the other hand, in no one of them has there been any attempt to pay either the customs or the excise or the national income tax, or to make good the artificial increase in the prices of domestic goods due to the "protective" policy. Thus, to a substantial degree, the plan as so far exemplified fails to realize the splendid conception of Henry George of a Single Tax on the value of land, involving freedom of trade with foreign countries and freedom from interferences at home. But it is much to untax improvements, and thereby to untax local industry.

[1] Economic rent is such annual payment as represents the value involved in the right to use the bare land, that is, the land considered as being without buildings, crops, trees, etc.; it may be defined as the annual site value.

[2] Buildings, roads, crops, trees, etc., are improvements, as also the difference between the bare land and the same land in tillage.

The vitality of the enclaves is to be noted. All of the many socialistic communities of America, with the notable exception of Amana in Iowa (and it although still vigorous is now suffering decline), are either dead or dying, while each of the Single Tax communities has grown in strength with the successive years. It was but natural at the beginning that many Single Taxers should have been doubtful about the issue. The judgment of Henry George himself, when consulted regarding Fairhope, was unfavorable. He thought it inadvisable to risk the reputation of the Single Tax on the success of a pioneering experiment in land, which might fail for practical reasons entirely unconnected with the principle; moreover, the project seemed to him more akin to the nationalization of land than to the Single Tax which he advocated.

Time has invalidated the first of his objections, as is evidenced by the following figures, which show the growth in recent years of the five enclaves in the United States.

FIVE ENCLAVES: FAIRHOPE, ARDEN, TAHANTO, FREE ACRES, HALIDON

Year	*Gross Rent*		*Sq. km.*	*Sq. miles*
	Actual	*Basis of 1913*[1]		
1911	$5,109	$5,109	17	7
1912	6,448	6,860	17	7
1913	8,075	7,995	18	7
1914	8,954	8,954	19	8
1915	10,393	10,393	19	8
1916	12,818	12,691	19	8
1917	13,802	11,131	20	8
1918	13,972	7,939	20	8
1919	16,998	8,672	20	8
1920	17,128	8,079	20	8
1921	19,164	7,886	20	8

[1] See Appendix.

This growth, amounting to 376 per cent in the last ten years, cannot be deemed other than satisfactory, when it is remembered that the speculative fever, which so often explains the rapid expansion of Western towns, has been absent.

Varying opinions are held as to the value of enclaves for the purpose of propaganda, some holding that they are too limited to be effective; but this point needs no discussion here. It is enough for the justification of enclaves that they demonstrate the practicability of the Single Tax, that they give opportunities not to be found elsewhere for their inhabitants, and that they furnish much needed laboratories where minor, yet very important, points, about which Single Taxers differ, can be determined by experience. Some of these points are: Shall railroads be publicly owned or operated? Shall mines be treated by taking the economic rent, as under the ordinary rule of Single Tax; or shall they be regarded as a capital value to be reproduced elsewhere on the earth as a capital value in proportion as the mines are depleted? Shall the distribution of water, gas, and electricity be communal or private? How nearly is it practicable to take the whole economic rent? Shall a forest be called a site value or an improvement? Can the increment in rent due to private water-works be collected as a proper part of the economic rent? After collecting the economic rent and paying the ordinary expenses, can the remainder, if any, be devoted to any purpose whatever, or how shall expenses that are properly governmental be defined?

[The above account is largely a revision of an articie with the same caption in the *Single Tax Year Book* (1917), published by the Single Tax Review Publishing Company, Sun Building, New York City.]

THE GEORGIAN TRUST

HOW to expand the enclavial movement, affording all interested the opportunity to contribute by loans or gifts, while ensuring funds from a reliable source of supply, was the subject of much meditation in the years preceding 1920, and, in that year, The Georgian Trust was formed. In anticipation of its formation the Trust of Sant Jordi, re-formed in 1918, provided (see pages 167, 168, and 184) for a part of its receipts to be turned over to the new trust, and the Trust of Shakerton (see pages 198 and 202), formed in 1921, provided likewise.

A certain solidarity is given to the enclaves by the provision making the approval of a majority of them necessary to confirm the appointment of a new Georgian trustee.

THE GEORGIAN TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, M. Phillips Mason and Fiske Warren, both of Harvard, in the County of Worcester and Commonwealth of Massachusetts, associate ourselves as trustees to hold property which comes into our hands as such upon the trusts hereinafter set forth, and hereby acknowledge and covenant and agree with each other, and with all persons who may hereafter transfer any property to us that we hold and will hold all property received by us as trustees hereunder for the purposes and upon the trusts hereinafter set forth and none other, to wit:

Name FIRST: This trust shall be known as The Georgian Trust.

Purpose SECOND: The purpose for which this trust is organized is to hold and manage real and personal property which may come into the hands of the Trustees as such with the powers hereinafter set forth and for the objects hereinafter defined.

Objects THIRD: The objects to which the trust property shall be devoted are to promote, encourage and assist the adoption and practice of the principles of Single Tax, including among other things:

1. Making loans or gifts (*a*) for the assistance or enlargement of existing enclaves for the practice and demonstration of Single Tax principles; (*b*) for the foundation of new enclaves of like character.

2. For giving prizes, pensions or other gifts to persons whose services past, present or prospective, to the promotion of Single Tax principles (preferably in the form of enclaves) may in the opinion of the Trustees warrant.

3. To endow or support other trusts with similar objects or for the same general purposes.

4. The support of such other activities as in the opinion of the Trustees may be desirable to promote the general purposes herein set forth.

Powers

FOURTH: The Trustees hereunder shall have all powers necessary or proper to carry out the general purposes of this trust, including, among other things:

1. Power to employ all such clerks, attorneys, agents, servants and assistants as they may from time to time find necessary or convenient.

2. Power to organize such executive board or boards as they may from time to time find convenient, and to delegate to every such board such part of the powers of the Trustees as they deem expedient, for such period as they deem expedient, and subject to such limitations as they think convenient.

3. To organize from time to time such advisory boards as they think proper with such functions and powers as they think expedient.

4. To do all acts in relation to the administration of the property of the trust which they might do if absolute owners thereof, subject only to such special provisions and obligations to act as are herein contained, including among such powers the right at any time to sell any real or personal property held by them as Trustees at public or private sale, for cash or on credit, on such terms as they shall think fit, and to convey or transfer the same by good and sufficient deeds or other instruments, no purchaser or other person dealing with said Trustees to be responsible for the purchase money, or for any payment made to the Trustees; power to invest any property in their hands, or the proceeds of any property, and to re-invest the same, and from time to time to change investments; power to bor-

row money for the purposes of the trust without personal liability on the part of the Trustees for the re-payment thereof; power to pledge or hypothecate in any form any of the trust property to secure any such loan.

FIFTH: The Trustees may receive and manage any property for the purpose of extracting value therefrom, but in the management of any property which consists of a disappearing or wasting natural resource or money received therefrom in excess of the expense of extraction shall be maintained by the Trustees unimpaired as to principle, except that the Trustees may grant to any enclave or trust organized for similar purposes, whether local or general, any such natural resource, or any principal from extraction by them therefrom, subject to the same obligation to maintain the capital value unimpaired, and to use the income from such capital value as hereinafter provided.

Management of Property

The Trustees shall invest each year all net income derived from the capital value received and held by them from a natural resource above referred to, and maintain the principal of such investment, but shall be at liberty to deal with the income received from such investment in the same manner as provided with respect to other income of the Trustees. All annual net income of the Trustees subject to and except as last above provided they shall apply one-half to the investment as an increase of the capital resources of the trust, and the other one-half to such other purposes of the trust as they from time to time think fit.

SIXTH: Upon the termination of the trust all the trust property shall be distributed by the Trustees in gifts to one or more enclaves then in existence, or to such other public object or objects, such distribution to be determined by a majority of the Trustees for the time being concurring with the governing bodies of a majority of the enclaves associated with this trust then in existence, or in default of such agreement, to the public authorities of municipalities or equivalent bodies within the geographical bounderies in which any such associated enclaves is [are] included, such distribution to be made in proportion to the rents which during the last preceding fiscal year were received by the enclave or enclaves within the geographical bounderies of each such body.

Ultimate Disposition of Property

SEVENTH: For the purpose and within the meaning of this instrument any enclave shall be deemed an associated enclave if it has

been declared such by the Trustees, and such declaration has not been abrogated by the Trustees by instrument in writing duly communicated to such enclave, and any action in connection with this declaration of trust provided to be by the governing body of such enclave shall be deemed to have been properly taken by the governing body if it has been approved in writing by a majority of the members of the community of such enclave, or by vote at a meeting of such community duly called for the purpose of taking such action, or in any enclave in which there is no organized community if taken by a majority of the Trustees of such enclave.

Associated Enclaves

EIGHTH: The Trustees hereunder may at any time and from time to time by instrument in writing and under seal duly acknowledged, increase the number of Trustees and appoint new Trustees, and appoint a Trustee to fill any vacancy that may arise in the Board of Trustees. No appointment of a Trustee to fill a vacancy, or as an addition to the Board of Trustees shall, however, be valid if made after five years from the date of this instrument, if at the time the Trustees hold property of the value exceeding ten thousand (10,000) dollars, unless and until such appointment is confirmed by the approval in writing of the governing bodies of a majority of all enclaves at the time associated with this trust, and any approval in writing by the governing body of any enclave shall be revocable by the governing body thereof by instrument in writing duly filed with the Trustees unless prior to the receipt of such revocation a majority of the associated enclaves have given such approval and the same has remained unrevoked.

New Trustees

NINTH: This declaration of trust may be amended at any time in any manner, including a provision for its termination prior to the time hereinbefore fixed, by instrument in writing signed by the Trustees for the time being, or a majority of them, and confirmed in the manner hereinbefore provided for confirmation of appointments of new Trustees; the necessity of such confirmation to exist only under the conditions requiring such confirmation for such appointments.

Amendments

TENTH: The certificate in writing duly sworn to and acknowledged by a majority of the Trustees for the time being setting forth the existence of any fact authorizing any action taken by the Trustees, including any facts necessary to warrant the appointment of a new Trustee, and including the statement of confirmation of any such appointment as required in

Authentication of Facts

the preceding article shall be conclusive evidence in favor of all persons acting in good faith in reliance thereon that the alleged facts therein set forth exist, and the records of the Trustees purporting to show resignations, increases in number and appointments of new Trustees, authentication by the persons appearing from such records from time to time to be the Trustees, shall be conclusive evidence as to who are the Trustees at any time in favor of any person acting in good faith in reliance thereon.

ELEVENTH: This trust shall continue until the lapse of twenty-one years after the death of that one of the following named persons who dies last:

Duration of the Trust

Said M. Phillips Mason, said Fiske Warren; Sarah Warren, Martha Warren, Jeanette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren of Westbrook, Maine; Rachel Warren Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; Samuel K. Lothrop, Jr., being a son of said Rachel Warren Lothrop; Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw of Manchester, New Hampshire.

IN WITNESS WHEREOF the said M. Phillips Mason and Fiske Warren, as Trustees as aforesaid, hereto set their hands and common seal, which each of them hereby adopts, this third day of September, A.D. 1920.

M. Phillips Mason
Fiske Warren { S. }

Commonwealth of Massachusetts.
Worcester ss. *September 8, 1920*

Then personally appeared the above-named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Philip E. Coyle, *Justice of the Peace*

My commission expires September 10, 1926.

Commonwealth of Massachusetts.
Worcester ss. *September 21, 1920*

At 10 h. 4 m. a.m. Received and entered with Worcester District Deeds Book 2227, Page 73.

Attest: Daniel Kent, *Register*

FAIRHOPE

FAIRHOPE is the oldest and most important Single Tax colony in the world. It had its beginning in 1895 on the eastern shore of Mobile Bay, Baldwin County, Alabama, when a few venturesome and courageous men and women bought 135 acres of land for $771. This land with the additions subsequently made, including buildings, is now worth probably a full million dollars.

The enterprise originated some two years prior to 1895, during which two years a small group of men in Des Moines, Iowa, drawn together by friendship and common convictions, conceived the idea and formed the plan of practically testing Henry George's views of the Single Tax. Only four of these men became actual residents of Fairhope. They were James Bellangee, S. S. Mann, James P. Hunnel, and Ernest B. Gaston. Iowa, Ohio, Pennsylvania, Missouri, Minnesota, and the Pacific Coast were represented by the original settlers.

The general location, as well as the actual site of the colony, was determined by vote of those interested after diligent investigation by a committee. The original tract of land was added to by subsequent purchases from time to time, and notably by a gift of about 2000 acres from Joseph Fels, until at the present time the enclave comprises nearly 4000 acres, about seven-eighths of which is under lease. When first occupied, this section was the wildest spot along the eastern shore of Mobile Bay, being covered for the most part with young pine timber of practically no commercial value, but hard to get off the land. For the earliest settlers to begin in this place the founding of the model community which had been the object of their dreams required imagination, faith, and courage. Much of the first stump-clearing from streets was done by volunteers on Saturday afternoons.

A "coöperative" store was established at the beginning, though subsequently abandoned. A "town well," over a hundred feet deep, was put down, the precursor of the present pumping plant and power house.

The original legal organization was called the Fairhope Industrial Association, incorporated in Des Moines, Iowa, in the spring of 1894 with seven charter members. Ten years later this Industrial Association was succeeded by the Fairhope Single Tax Corporation, incorporated August 9, 1901, under the laws of Alabama. The municipality of Fairhope was incorporated in 1908, and covers 1100 acres, 40 per cent of which belongs to the enclave, the rest of the land in the municipality being privately owned. The population of the municipality according to the census of 1920 is 853, as compared with 590 in 1910, a gain of 44 per cent.

When the Industrial Association was formed, the following statement of principles was announced:

". . . The only plan of co-operative colonization ever proposed, which secures the benefits of co-operation and yet preserves the perfect freedom of the individuals.

"Its purpose is to establish and maintain a model community or colony free from all forms of private monopoly, and to secure for its members therein equality of opportunity and the full reward of individual effort and the benefits of co-operation in matters of general concern.

"The law of equal freedom is the cornerstone of its plan; that 'everyone has freedom to do as he wills, provided he infringes not the equal freedom of any other.'

"In government, the law is applied by personal instead of stock vote; with no distinction of sex; and the initiative and referendum.

"In land-holding and use, by the principles of the Single Tax,

the association holding the title to all lands and leasing to individuals in quantities to suit at a rental 'which shall equalize the varying advantages of location and natural qualities of all tracts.'

"In medium of exchange by the issuance of its non-interest-bearing notes for services and products, redeemable in services, products, and land rents.

"In commerce by association stores, selling goods to members and non-members alike, and dividing the profits quarterly among members in proportion to their purchases, and by acting as agent for its members in the sale of their products, charging only cost of service rendered.

"In natural monopolies, supplying water, light, power, telephones, transportation, etc., by association control and operation at cost.

"Participation in all co-operative features is purely voluntary, all being at perfect liberty to buy or sell where they please, to use the association's medium of exchange or let it alone as they please. In short, to be the absolute directors of their own actions—limited only by the law of equal freedom, before enunciated. . . ."

The socialistic features suggested in the above statement became embodied in the early days of the colony in a "co-operative" store, a "co-operative" newspaper, a wharf, a steamer, water-works and the Fairhope Exchange, organized to facilitate the exchange of products and services, to acquire machinery and operate industries. Most of these had a relatively brief existence. The paper, the *Fairhope Courier*, passed into the ownership of Mr. E. B. Gaston, who had previously been its editor, and who has continued in that capacity, and also as publisher, ever since. The store became privately owned. The steamer was burned. The wharf was demolished in a storm, and was turned over to trustees who reconstructed it. The water-works now belong to the munici-

pality. The success of the colony, which has exceeded the expectations of most of its advocates, has not been appreciably retarded by the failure of these socialistic experiments, but has been due to its land policy with its collateral advantages to lessees.

The Charter of the Fairhope Single Tax Corporation provides: "The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, and the full reward of individual efforts and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credit excepted), charging the lessees the fair rental value."

It is to be noted that, although in the leases the corporation agrees to pay only the taxes levied by the county and state, it has, since the foundation of the municipality, paid in addition the taxes levied by the municipal authorities, also road and poll taxes.

The earlier contention, which not unnaturally arose regarding the fixing of rents, has been greatly reduced by the introduction of the Somers System of valuation, beginning with 1914. But the Somers System concerns itself chiefly with relative values, and there appears good reason to believe that the standard adopted, which turns mainly on a comparison with values outside the enclave, is considerably below the economic rent.

Relatively few lessees are members of the corporation and therefore entitled to vote, as membership is conditioned upon the pay-

ment of $100. Moreover, compliance with these conditions does not necessarily admit one to membership, as that requires favorable action by the authorities, who may refuse to admit any one deemed undesirable, especially if he is lacking sympathy with the purposes and plan of the organization.

It is not surprising that this form of colony government, with its oligarchical flavor, has been the object of much dissatisfaction on the part of some of the lessees. This came to a head in 1915, when a suit was brought by one of the lessees for the dissolution of the corporation. A bill of complaint was filed in the Chancery Court, praying that the Fairhope Single Tax Corporation be dissolved on the twofold ground that the law under which it was organized was void under the Constitution of Alabama, and of the United States; and that Fairhope failed to fulfil the law and to exemplify the Single Tax. The Court held for the plaintiff, overruling all demurrers of Colony counsel; really, however, avoiding definite ruling on any of the points raised, and saying that, as it was certain to go to the Supreme Court, it might as well go there at once. But the Supreme Court of Alabama, on appeal by the Corporation, unanimously reversed the decision of the lower court, affirming that Fairhope is a "corporation *de jure*," and that nothing in the purpose or methods of the colony was opposed to public policy or in violation of the constitution. It said, too: "There is, as we understand it, a marked kinship between the Single Tax system as proposed by Henry George and what this corporation may do and appears to be doing under the warrant of its incorporation." Thus was removed a heavy drag upon the progress of the colony.

After a quarter of a century of existence, Fairhope makes a showing of which it need not be ashamed. It is the second town in Baldwin County, Bay Minette, the county seat, alone surpassing it in resident population, while Fairhope's large transient

population from its character as a resort both summer and winter probably gives a considerably greater actual population throughout most of the year. It has fine stores, a bank established in 1917, which has been strikingly successful, exceptionally good hotels, churches, fraternal organizations (the Free Masons and Pythians owning substantial buildings), and Women's Clubs affiliated with those of the state and nation. Besides the fine public school building, Fairhope prides itself upon its School of Organic Education. This was opened in 1907 by Mrs. Marietta L. Johnson, who is still the efficient principal, in a cottage with six pupils. It now owns nine school buildings on ten acres of land, the free use of which is given by the colony, and enrolled in the school year 1921–22 two hundred and twenty-five pupils and twenty-three teachers. Among the more recent buildings is Comings Hall, an auditorium seating over six hundred, large enough for basket ball games, and with a commodious stage and a cement track for roller skating running around the interior. A three-room addition to what is now known as the Science Building was built in the summer of 1921. The most recent building is a School Home for the accommodation of boarding pupils. It has fifteen rooms with opportunity for six more in the unfinished third story. It has sleeping-porches, hot and cold water, electricity, and a modern heating system. The School is called "Organic," inasmuch as it aims to perfect the entire organism, body, mind, and spirit, of the child. "A sound, accomplished, beautiful body, an intelligent mind, and a sweet and reverent spirit, is the immediate end and aim of organic education." The School receives pupils of the kindergarten age and advances them through the High School course until they are ready for college. It has a two years' training course for teachers, and departments of domestic art and science, manual training, arts and crafts, and agriculture.

The nation-wide fame already attained by the School will be

enhanced by the establishment, now under way, of the Fairhope Educational Foundation. Its aim is to organize and carry on over the whole country a campaign of publicity and action in support of the Fairhope School of Organic Education as a model and for the training of teachers, and for the creation of new schools on the Fairhope plan in or near the large cities of the East and the West. A Maintenance Committee formed among visiting friends at Fairhope will help in raising funds.

A distinctive feature of Fairhope is the People's Railroad. This has been built by an organization which issues no stock, but whose members pay five dollars each. Funds for the construction of the road were obtained by the issue of bonds. About one and a half miles of the road are under operation, from the wharf at the pier head through the business section to a point near the limits of the municipality. It is proposed to extend the line about twelve miles through the enclavial land and beyond it to the towns of Silverhill and Robertsdale, at which latter point it will connect with the Louisville & Nashville Railroad.

The idea of those controlling the People's Railroad is that it shall follow the lines of co-operative effort so far as possible, the rates being limited to a fair earning and never to exceed the necessary charges and a surplus sufficient to provide for renewal of plant and amortization. Thus the benefits of the road will not be reflected in dividends, but in enhanced land values and efficient transportation, and will accrue to the entire community. Because these benefits are collectively enjoyed, it was thought fitting that the 1800-foot pier and the right of way through the enclave should be granted the railroad without money compensation.

Fairhope has an office for job printing in connection with its weekly newspaper, the *Fairhope Courier;* a public library with over four thousand volumes; public bath houses; ample reservations for parks; a nine hole golf course; municipally owned water

works and electric light plant; a colony-owned telephone line; an ice plant; creamery; saw and planing mill; cabinet shop, making doors, windows, blinds, etc.; a brick and tile plant; garages and repair shops.

The climate of Fairhope is favorable, the thermometer seldom going above 95° or below 20°. Corn, oats, upland rice, sugar cane, velvet beans, peanuts, Satsuma oranges, kumquats, grapefruit, sand-pears, pecans, and figs are raised on enclavial land; some cotton is also grown. There never have been liquor saloons in the community, although until recent years not prohibited by law. Over thirty religious faiths are represented in Fairhope. There are three church buildings. No resident of Fairhope has been defendant in a criminal case in the county court.

That the economic rent has not been always successfully assessed and collected is attested by certain bonuses paid when leases have been transferred, especially along the bay-front, where sites for residences are very attractive. To meet these conditions no recourse was had to the drastic provisions under Article VIII, Section 6, of the Constitution, enabling the Council immediately to increase the rent, without waiting for the next regular assessment, but the Council passed unanimously the following vote, February 22, 1921: "That hereafter the applicants for lots shall be asked to state the use desired to be made of the same, and applications be granted only when applicants agree to substantially improve the lots granted within one year from date of grant, and to be subject to forfeiture at the option of the corporation if not so used within the year, or if any bonus is accepted or asked for the transfer of lots while in unimproved condition."

It is to be observed that this provision does not appear to affect a lessee transferring his lease to a member of the corporation, who on his own account makes no application for the substitution of a direct lease to himself.

Since publication in our issue for 1920 of the plan for the organic development of Fairhope, a public meeting has been held in its behalf, the *Courier* has seconded the movement, and the following resolution was adopted by the Council: *Resolved*, That we will endeavor to guide the development of the colony in accordance with Professor Montoliu's suggestions, as nearly as practicable, with such modifications as may appear desirable.

The People's Co-operative Store was organized in 1920, with C. A. Darrow secretary-treasurer, and V. M. Reynolds manager. It has a capital of several thousand dollars, and does an active business. For its By-Laws see page 32.

The rent roll of Fairhope shows four "blocks" or parts of "blocks" in which the average rent is less than the taxes, and fifty lots elsewhere of which in each case the same is true. Compare nine cases of the sort in Tahanto and six in Halidon.

Payment of taxes in excess of rent has been objected to from time to time by those who do not see that in principle the two things have nothing in common. On the one hand it is proper to levy the economic rent, and on the other hand it is proper to relieve a man of his taxes. The question of whether the total rent might not be sufficient to take care of the total taxes never arises in practice.

Nine acres of land were acquired in 1921 by purchase. The following table shows the progress made since 1895, complete figures for the earlier years not being available:

Years	*Acres*	*Hectares*	*Gross Rent Actual Basis of 1913*[1]
1896	350	142	
1897	670	271	
1898	670	271	
1899	670	271	
1900	1110	449	

[1] See Appendix.

FAIRHOPE

Years	*Acres*	*Hectares*	*Gross Rent*	
			Actual	*Basis of 1913*
1901	1250	506		
1902	1570	635		
1903	1410	571	$990	
1904	1452	588	1521	
1905	1505	609	2256	
1906	1513	612	2173	
1907	3933	1592	3028	$3256
1908	3933	1592	3195	3473
1909	3933	1592	3500	3646
1910	3933	1592	3907	3907
1911	3841	1554	4458	4742
1912	3930	1590	5665	5609
1913	3930	1590	5891	5891
1914	3930	1590	5992	5992
1915	3930	1590	7064	6994
1916	3930	1590	6203	5002
1917	3930	1590	7151	4063
1918	3930	1590	8018	4840
1919	3930	1590	7478	3527
1920	3930	1590	7834	3224

The winter brings to Fairhope an increasing number of people, many being attracted by the advantages of the Organic School for their children, others by the climate. Among the prominent residents may be named President Edmund J. James, LL.D., of the University of Illinois, and Mr. Brooks-Lawrence, head of the Anti-Saloon League of Alabama.

The officers of the colony are as follows: President, A. H. Mershon; Vice-President, Nelson Rockwell; Secretary, E. B. Gaston; Treasurer, G. W. Wood; Superintendent of Public Health, Mrs. Margaret Dyson; Superintendent of Industries, M. A. Bowen; Superintendent of Public Service, H. H. Parker; Trustees, Mrs. A. B. Call, G. L. Hopping, J. A. Patterson.

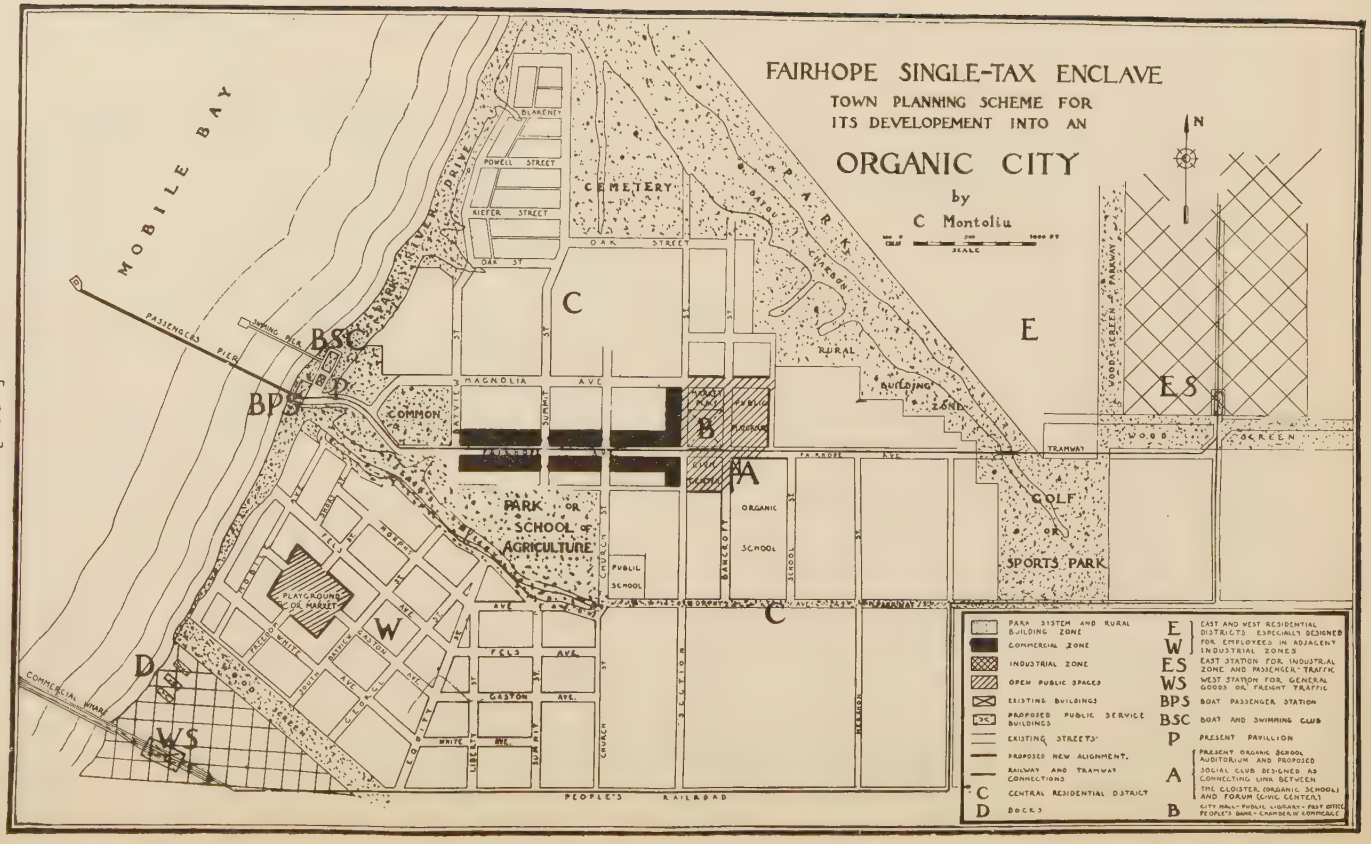
FAIRHOPE TOWN PLANNING SCHEME

THE accompanying plan was worked out during its author's residence in Fairhope in 1920. Deeply impressed by the attractive life conditions and the economic prosperity of the colony, he thought that its marked urban growth in recent years required a scientific survey of the expanding community, in order to make available for it the advantages of a rational plan for its future development along lines similar to those of the Garden City Movement, to which the Single Tax Enclaves have many striking resemblances, particularly as illustrated by Letchworth in England and Fairhope in Alabama.

The remarkable achievements, in the pedagogical field, of the School of Organic Education in Fairhope, in keeping with the views of the most advanced leaders in American school reform, such as John Dewey and C. Hanford Henderson, have also in part inspired this scheme for a model city based on the same "Organic" principles. It was submitted to the Fairhope Single Tax Corporation in September, 1920, as a preliminary plan to be developed after closer study and adaptation to practical needs, and is at present under consideration by the authorities of the colony.

As the first result of the preliminary civic survey above mentioned, the plan aims to trace the broad essential lines which the future growth of the community should follow. These, as specified in the table of explanations on the plan, include all the important aspects under which a town-planning problem must be considered in order to deserve the name "Organic." They are:

I. A Communication or Transportation design, which in this case implies providing (*a*) a railroad to the nearest station of the main trunk line at Robertsdale on the Louisville and Nashville Railroad, and (*b*) a commercial wharf in addition to the existing


FAIRHOPE SINGLE-TAX ENCLAVE
TOWN PLANNING SCHEME FOR
ITS DEVELOPEMENT INTO AN
ORGANIC CITY
by
C Montoliu
SCALE
N
MOBILE BAY
BLAKENEY
POWELL STREET
KIEFER STREET
OAK STREET
CEMETERY
PARK
RURAL
BUILDING ZONE
WOOD
GREEN
TRAMWAY
MAGNOLIA AVE
COMMON
PASSENGERS PIER
SWIMMING PIER
BSC
BPS
P
C
B
A
E
ES
PARK OR SCHOOL OF AGRICULTURE
ORGANIC SCHOOL
PUBLIC SCHOOL
GOLF OR SPORTS PARK
PLAYGROUND OR MARKET
W
D
WS
FAIRHOPE AVE
GAYTON AVE
WHITE AVE
SECTION
CHURCH
BANCROFT
COMMERCIAL WHARF
PEOPLE'S RAILROAD
PARK SYSTEM AND RURAL BUILDING ZONE
COMMERCIAL ZONE
INDUSTRIAL ZONE
OPEN PUBLIC SPACES
EXISTING BUILDINGS
PROPOSED PUBLIC SERVICE BUILDINGS
EXISTING STREETS
PROPOSED NEW ALIGNMENT.
RAILWAY AND TRAMWAY CONNECTIONS
CENTRAL RESIDENTIAL DISTRICT
DOCKS
E W — EAST AND WEST RESIDENTIAL DISTRICTS ESPECIALLY DESIGNED FOR EMPLOYEES IN ADJACENT INDUSTRIAL ZONES
ES — EAST STATION FOR INDUSTRIAL ZONE AND PASSENGER-TRAFFIC
WS — WEST STATION FOR GENERAL GOODS OR FREIGHT TRAFFIC
BPS — BOAT PASSENGER STATION
BSC — BOAT AND SWIMMING CLUB
P — PRESENT PAVILLION
A — PRESENT ORGANIC SCHOOL AUDITORIUM AND PROPOSED SOCIAL CLUB DESIGNED AS CONNECTING LINK BETWEEN THE CLOISTER (ORGANIC SCHOOL) AND FORUM (CIVIC CENTER)
B — CITY HALL - PUBLIC LIBRARY - POST OFFICE PEOPLE'S BANK - CHAMBER OF COMMERCE

pier on Mobile Bay, to be reserved for passenger traffic. Two railroad stations, at the east and west ends of the town, are the main features of the proposed solution of the problem of securing the most efficient industrial activity without injurious effect upon the health, beauty, and well-being of the town. These stations are connected by the railroad following the outskirts of the town, while a trolley line through the main thoroughfare, Fairhope Avenue, connects the eastern station with the passenger pier.

II. A Zoning scheme, designed to afford convenient location for the industrial, commercial, recreational, and housing needs of the people. The following Zones are suggested, each to conform to special regulations as regards light, area and use of the buildings, in keeping with the purpose of each Zone:

(A) The Industrial Zones east and west (cross lines), close to each of the two above-mentioned stations, where all kinds of buildings for manufacturing purposes should be allowed.

(B) The Commercial Zone (solid black), intended for stores, shops, and offices, where there should be some limitations as to the height and cubical contents of the buildings, and from which noisy, smoky, or unsightly machinery should be excluded.

(C) The Rural Zone (dotted area), containing a thoroughly planned Park System, designed on the topographical basis of the two picturesque gulleys which intersect the town district and unite in the attractive Bay Beach.

(D) The Residential Zone, divided into three sections, central, east, and west, as explained in the plan,—the common rule for all these sections being adherence to the system of detached and single family houses, with sufficient space for private gardens.

III. A Street System, with provision for necessary public squares, the absolute lack of which in the existing plan is obviously wrong. The same can be said of its primitive gridiron street design; but, as it is now impossible to change this without close

study and injury to legitimate vested interests, the author's work has been perforce limited to introducing into this old *inorganic* plan the essential elements for an *organic* development; as, for example, the two public squares (marked with stripes) which have been cut out from the present street system,—the Western Square to serve as the necessary public space available for the occupants of the cheap dwellings in the Western Residential Zone, and to be used either as a playground or for a wholesale market in connection with the railroad terminal on the Commercial Wharf; while the other public space at the end of the Commercial Zone is to be the central feature of the whole organic scheme, with the title of —

IV. Civic Centre, divided into two principal sections: the northern side to be reserved for a retail public market, where farmers could daily sell their products; and the southern section, the Civic Centre in the strict sense, designed for the manifestation of every phase of civic life. In the area (marked B) between these sections is an ample reservation for all kinds of public buildings, or for a single large public building, including the City Hall, the Public Library, the Post Office, the People's Bank, offices of a public or semi-public nature, Chamber of Commerce, etc. The present auditorium of the Organic School (marked A) becomes in this connection the ideal site for the Community or Social Club, which should be one of the principal features of the Civic Centre, as being specially designed to promote the civic life in all its diversified expressions. The erection of the auditorium in this very place seems to furnish the providential means of supplying the necessary link between the *Cloister* (Organic School), as superior emblem of the spiritual life, and the *Forum* (Civic Centre), as the best embodiment of the temporal aims of the community. Thus we reach, in conclusion, the very corner-stone upon which is to be built the whole structure of our Organic City.

DECLARATION OF INCORPORATION OF FAIRHOPE SINGLE TAX CORPORATION

We, the undersigned, desiring to form a corporation under the provisions of an act for the organization of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, approved October 1st, 1903, do hereby declare:

1.

The name of said corporation shall be the Fairhope Single Tax Corporation.

2.

The names of its chartered members are Ernest B. Gaston, C. K. Brown, H. Creswell, J. Bellangee, George Knowles, Clara M. Gaston, Mary Hunnel, Mary E. Mead, Marie Howland, Wm. Stimpson, Frank L. Brown, Geo. W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, Wm. Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield.

3.

The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory, with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credits excepted), charging the lessees the fair rental value and, in the prosecution of its plans for the general welfare of its members, to do and perform all the acts and exercise all the powers permitted under section 5 of said act.

(*Signed*): Ernest B. Gaston, C. K. Brown, George Knowles, Clara M. Gaston, Marie Howland, G. M. Bancroft, D. K. Bancroft, Anna B.

Hail, Wm. Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, Wm. Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield, H. Creswell, J. Bellangee, Mary Hunnel, Mary E. Mead, William Call, N. Mershon.

Of these twenty-nine persons, fourteen are still in Fairhope, two live nearby, one is in California, three are no longer members, one is of unknown address and eight are dead.

CHARTER

OF FAIRHOPE SINGLE TAX CORPORATION

The declaration in writing having been filed with me, setting forth that the subscribers thereto desire to form a corporation under the provisions of an act "To provide for the organization and regulation of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members and through their mutual co-operation and association," and giving the name of the proposed corporation as The Fairhope Single Tax Corporation, and the names of the charter members who are the same as the subscribers to said declaration as [*then follow the names as appearing in the application for charter*], and setting out the purpose of said corporation, I do hereby declare the parties aforesaid, their successors and associates, duly incorporated under the name of The Fairhope Single Tax Corporation; that the existence of said corporation shall be perpetual subject to the right of revocation by the legislature. Such corporation has the power to elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same at any time, and adopt such constitution and by-laws as it may see fit not in conflict with the constitution and laws of the state. Such corporation shall have the power to buy, sell, and lease real estate, to build and operate wharves, boats, and other means of transportation and communication; build, erect, and operate water-works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing incident to its purpose for the mutual benefit of its members, and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose.

Given under my hand this the 10th day of August, 1904.

CHAS. HALL, *Judge of Probate, Baldwin County, Ala.*

CONSTITUTION

OF FAIRHOPE SINGLE TAX CORPORATION, 1913

Preamble.

Believing that the economic conditions under which we now live and labor are unnatural and unjust, in violation of natural rights, at war with the nobler impulses of humanity, and opposed to its highest development; and believing that it is possible by intelligent association, under existing laws, to free ourselves from the greater part of the evils of which we complain, we, whose names are hereunto subscribed, do associate ourselves together and mutually pledge ourselves to the principles set forth in the following constitution.

ARTICLE I: NAME.

The name of this organization shall be FAIRHOPE SINGLE TAX CORPORATION.

ARTICLE II: PURPOSE.

Its purpose shall be to establish and conduct a model community or colony, free from all forms of private monopoly, and to secure to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern.

ARTICLE III: MEMBERSHIP.

§ 1. Any person over the age of eighteen years whose application shall be approved by the Executive Council and who shall contribute to the Corporation one hundred dollars, shall be a member of the Corporation; provided that on petition of ten per cent of the qualified membership filed with the secretary within thirty days after action on any application by the Executive Council, such application shall be admitted to a vote of that membership.

§ 2. The husband or wife of a member shall, upon signing the constitution, also be considered a member and entitled to vote in the government of the Corporation, while such relation exists in fact; but only while such membership remains in good standing.

§ 3. Any member against whom complaint of violation of the spirit and purpose of the Corporation, or invasion of the rights of its members, is preferred in writing by ten per cent of the membership, may be expelled by the Executive Council, after full investigation of the charges preferred. Such investigation shall be public, and the accused shall be entitled to be represented by counsel.

§ 4. In case of the expulsion of a member, the Corporation shall return to him in lawful money of the United States the amount contributed by him to the Corporation.

§ 5. Certificates of membership shall be transferable only on the books of the Corporation, to persons acceptable as members.

ARTICLE IV: SUPREME AUTHORITY

§ 1. Supreme authority shall be vested equally in the membership, to be exercised through the initiative and referendum as hereinafter provided.

§ 2. Each member not in arrears to the Corporation shall be entitled to one vote, and one only, at all elections involving changes in this constitution; but on elections of officers and questions concerning local administration of affairs, only those shall be entitled to vote who are in person on the Corporation grounds on the day of election, and who are not in arrears.

ARTICLE V: OFFICERS.

§ 1. The officers of the Corporation shall be a president, a vice-president, a secretary, a treasurer, who shall be superintendent of Finance and Insurance, three trustees, and a superintendent of each of the following departments,— Lands and Highways, Public Service, Industries, and Public Health.

§ 2. The superintendents of the departments shall constitute the Executive Council of the Corporation.

§ 3. The president, vice-president, and secretary shall serve for terms of one year. The trustees shall serve for terms of three years, one being elected each year. The superintendents of departments shall serve for terms of two years,—the first named three being elected on the odd numbered years and the last named two on even numbered years.

§ 4. The president shall be the chief executive officer of the Corporation, shall preside over the meetings of the Executive Council, and have the deciding vote in case of a tie. He shall countersign all warrants drawn upon the funds of the Corporation under authority of the Executive Council, and perform such other duties as may herein or hereafter be provided.

§ 5. The vice-president shall, in case of the death, absence, or inability of the president, perform his duties.

§ 6. The secretary shall have charge of the records of the Corporation, act as clerk of the Executive Council, draw and attest all warrants upon the treasurer authorized by the Executive Council, have charge of the correspondence relating to membership, and prepare annually, and at other times when requested by the board of trustees, full statements of the condition of the Corporation in its various departments.

§ 7. The treasurer shall be the custodian of the funds of the Corporation, shall prepare and issue, under the direction of the Executive Council, the Corporation's non-interest-bearing obligations hereinafter provided for; and shall have general charge of the financial affairs of the Corporation, including the collection of revenues and department of insurance. He shall give good and sufficient bond for the faithful accounting of all monies coming into his hands.

§ 8. The trustees shall have general oversight of all affairs of the Corporation, shall have charge of all elections, canvass the votes cast and declare the result thereof, shall act as committee to audit all accounts and review all reports of officers and employees, and shall annually, and at other times in their discretion, submit reports advising the members of the condition and needs of the Corporation's business in all departments. They shall have access to the books and accounts of all officers and employees at all times. They shall receive compensation only for time actively employed, and shall hold no other office, either by election or by appointment.

§ 9. The superintendents of departments provided for in § 2 of this article shall have special supervision of the affairs of the Corporation in their respective departments and may employ such assistance as they deem necessary. They shall present to the Executive Council annually, and at such other times as requested by it, reports of the condition of the Corporation's business in their departments, and suggest such changes therein as will in their judgment best promote the interests of the Corporation.

§ 10. The Executive Council shall have general charge of the administration of the affairs of the Corporation, and to that end may make such rules and regulations not inconsistent with its laws as they may deem necessary; may select and employ such agents and assistants not otherwise provided for as they may deem necessary to conduct the Corporation's business; shall fix the compensation of all

officers and employees of the Corporation, which compensation shall not, however, exceed the earnings of like ability and energy in productive industry within its limits; shall make an annual appraisal of the rental value of all land held for lease by the Corporation; and shall perform all other duties necessary to the carrying out of the principles and purposes herein set forth.

ARTICLE VI: INITIATIVE AND REFERENDUM.

§ 1. Upon petition of ten per cent of the qualified membership, any act of the Executive Council, legislative or administrative, or any measure proposed by the petitioners, shall be submitted to a vote of that membership at the time set in said petition; provided that where amendments to this constitution are proposed, thirty days' notice must be given, and on other matters at least twenty-four hours' notice.

§ 2. No measure of general legislation passed by the Executive Council shall be in force until thirty days have elapsed after its passage without the filing of a petition for its submission to the membership; provided that nothing in this section shall be construed to prevent the immediate taking effect of any order of the Executive Council necessary to the execution of measures already in force.

§ 3. Upon petition of twenty per cent of the membership entitled to vote upon election of officers, the question of the dismissal of any officer, however elected, or appointed, must be submitted to a popular vote.

ARTICLE VII: ELECTIONS.

§ 1. The regular annual election shall be held on the first Thursday of February of each year.

§ 2. Special elections may be held at any time, at the discretion of the Executive Council, or on petition of ten per cent of the membership, provided that the notice provided in Article VI be given.

§ 3. At all elections printed official ballots shall be prepared, under direction of the board of trustees, on which shall appear in full any measure to be voted upon and the names of all candidates who may be placed in nomination in the manner hereinafter provided.

§ 4. Nominations for office may be made by petition of five per cent of the membership filed with the secretary ten days before the election.

§ 5. The name of any officer whose term of office expires at any election shall appear on the official ballot as a candidate for re-election unless he shall become disqualified to fill the position, or his declination in writing be filed with the secretary ten days before said election.

§ 6. All voting shall be by secret ballot.

§ 7. The affirmative votes of three-fourths of the members shall be necessary to amend or repeal any part of this constitution.

§ 8. In the election of officers, or on the passage of any measure not conflicting with this constitution, the decision of a majority of those voting shall be final.

§ 9. Should no candidate for an office receive a majority of the votes cast at any election, the trustees shall order a second election to be held two weeks thereafter for such officer, but only the names of the three candidates receiving the highest number of votes shall appear on the official ballot at said second election. If at the second election no candidate receives a majority, a third election shall be held two weeks thereafter; but only the two names receiving the highest number of votes at said election shall appear on the official ballot.

ARTICLE VIII: LAND.

§ 1. There shall be no individual ownership of land within the jurisdiction of the Corporation, but the Corporation shall hold as trustee for its entire membership the title to all lands upon which its community shall be maintained.

§ 2. Its lands shall be equitably divided and leased to members at an annually appraised rental, which shall equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its members all values attaching to such lands, not arising from the efforts and expenditures of the lessees.

§ 3. Land leases shall convey full and absolute right to the use and control of lands so leased and to the ownership and disposition of all

improvements made or products produced thereon so long as the lessee shall pay the annually appraised rentals provided in the foregoing section, and may be terminated by the lessee after six months' notice in writing to the Corporation and the payment of all rent due thereon.

§ 4. Leaseholds shall be assignable, but only to members of the Corporation. Such assignments must be filed for record in the office of the secretary, and the person to whom the same is assigned thereby becomes the tenant of the Corporation.

§ 5. The Corporation shall have a prior lien on all property held by any lessee upon lands of the Corporation, for all arrearages of rent.

§ 6. If any lessee shall exact from another a greater value for the use of land, exclusive of improvements, than the rent paid by him to the Corporation, the Executive Council shall immediately, upon proof of such fact, increase the rental charge against such land to the amount so charged, or sought to be charged.

§ 7. Nothing shall be construed to invalidate the Corporation's right of eminent domain. In all leases of land the Corporation shall reserve the right to resume the possession of the same for public purposes, on payment of all damage sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

ARTICLE IX: FINANCIAL.

§ 1. To provide its members with a safe, adequate, and independent medium for effecting exchanges of property and services, the Corporation may issue its non-interest-bearing obligations, which shall be receivable by it at their face value in full payment of all its demands.

§ 2. These obligations may be issued for all expenses of the public service, but no more shall be issued for such public services during any year than the estimated revenue available during said year for such purpose.

ARTICLE X: PUBLIC UTILITIES.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facili-

ties, irrigating systems, etc., shall ever be granted by the Corporation, but it shall, as soon as practicable, erect and maintain the necessary plants, and perform such services, converting all revenues therefrom into the general treasury of the Corporation.

ARTICLE XI: INSURANCE.

Recognizing insurance as a proper department of public business, the Corporation will provide for the insurance of its members and their property when desired at approximate cost of service.

ARTICLE XII: PARKS, LIBRARIES, ETC.

Ample provision shall be made in platting the lands of the Corporation for land for parks and all other public purposes, and as rapidly as may be, lands thus intended shall be improved and beautified, and schools, libraries, public halls, natatoriums, etc., established and maintained at the expense of the Corporation for the free use and enjoyment of the members and their families.

ARTICLE XIII: NO TAXATION.

No taxes or charges of any kind other than heretofore provided for shall be levied by the Corporation upon the property or persons of its members.

ARTICLE XIV: PAYMENT OF TAXES.

All taxes levied by the state, county, or township on the property of the Corporation or any of its members, held within its jurisdiction, monies and credits excepted, shall be paid out of the general fund of the Corporation.

ARTICLE XV: MAY DEAL WITH NON-MEMBERS.

Lands not desired for use by members may be leased to non-members, and any services which the Corporation may undertake to perform for its members may be performed also for non-members, at the discretion of the Executive Council, on such terms as it may provide.

ARTICLE XVI: INDIVIDUAL FREEDOM.

The natural rights of its members to absolute freedom in production, exchange, associations, beliefs, and worship, shall never be abrogated or impaired by the Corporation, and the only limit to the

exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XVII: NO INDEBTEDNESS.

No bonds or mortgages, or interest-bearing indebtedness of any kind, shall ever be given or assumed by the Corporation.

BY-LAWS
PEOPLE'S CO-OPERATIVE STORE, INC.
FAIRHOPE, ALA.

BY-LAWS

I. The name of this association shall be: People's Co-operative Store, Inc.

II. The purpose is to organize and do a general merchandising business for the benefit of its members; this business to be strictly cash.

III. The business is to be managed by a board of nine Directors, elected by members of the association at their annual meeting, the second Wednesday in January, five of whom shall constitute a quorum.

The Board of Directors shall employ a competent manager who shall conduct the business of the association under the supervision of the said Board of Directors.

IV. The Board of Directors are to elect from among themselves a President and Vice-President, also a Secretary-Treasurer, who may or may not be a member of the board, to serve for a term of one year, or until their successors are elected.

V. The Manager and the Secretary-Treasurer shall each be bonded to the amount of the working capital of the Association.

VI. Finance. The working capital of the Association shall be derived from membership fees; membership fees to be $25.00 each. No member shall own more than one certificate.

VII. The business of this Association shall be conducted on a competitive basis with other stores.

VIII. An inventory shall be taken quarterly and dividends declared to members pro rata, according to purchases made, after 10 per cent of net earnings is set aside for a sinking fund.

IX. Any member wishing to withdraw from this Association shall notify the Board of Directors who shall have power to grant or refuse his request.

X. The Directors of the Association shall meet on the second Monday of each month.

XI. The membership of the Association shall meet quarterly upon notice given by the Board of Directors.

XII. On a petition signed by 20 per cent of the members an Initiative or Referendum Election shall be called by the Secretary, and all members shall be notified at least two weeks prior to said Initiative or Referendum Election.

XIII. On a petition signed by 20 per cent of the membership a Recall Election shall be called by the Secretary, and all members shall be notified at least two weeks prior to said Recall Election.

XIV. The Constitution and By-laws may be changed at any regular meeting of the members or on a petition of 20 per cent of the members for a Constitution and By-laws Election, and notice shall be given all members of proposed change at least two weeks prior to said Constitution and By-laws Election.

XV. All property of this Association shall be insured against fire.

XVI. This Association shall have the power to buy or sell real estate or such other property as is necessary to the proper conduct of the business.

Adopted January 5, 1921

APPLICATION FOR MEMBERSHIP

To Executive Council of Fairhope Single Tax Corporation:

Having carefully read your constitution, heartily approving thereof, and desiring to participate in the work you are doing, I hereby make application for membership in your Association.

I particularly state that I understand and approve of your policy

of collecting from holders of your land the full annual rental value of their holdings, and, in consideration thereof, assuming the payment of all taxes assessed upon their improvements and personal property thereon (moneys and credits excepted); and,

That I understand and agree that the certificate of membership I shall receive, if accepted, will not entitle me to any dividends or profits from the operations of the Corporation and shall be transferable only with the consent of the Corporation and to persons acceptable to it as members.

MEMORANDA

Member of what trade or reform organization?
Read Henry George's works? *Which?*
References to my standing as a man and Single Taxer:

Herewith find *for $* *for* *payment, to be returned if my application is not accepted.*

Name

Street and No. *City*
State

LIST OF MEMBERS
OF FAIRHOPE SINGLE TAX CORPORATION, 1921

(*With Home Telephone calls*)

Anderson, Gilbert, address unknown, presumably St. Louis, Mo.
Atkinson, R. L., 31 Reservoir Ave., Jersey City, N. J.
Bancroft, George M., and wife, Fairhope. Tel. 1235
Bostedo, L. G., and wife, Chicago, Ill.
Bowen, M. A., and wife, Fairhope. Tel. 1164
Bowen, Thomas, and wife, Fairhope
Braam, Jacob W., and wife, Findlay, Ill.
Brown, F. L., and wife, Mobile, Ala.
Call, Miss Helen, Fairhope
Call, William, and wife, Fairhope
Campbell, Joseph C., Rochester, Pa.

Christopher, Alice H., and husband, Boston, Mass.
Coates, Walter, London, England
Cohen, E. Yancey, Merriwold, N. J. Tel. 1335
Coleman, C. L., and wife, Fairhope
Comings, Mrs. Lydia J. Newcomb, Fairhope
Cope, M. M., Fairhope
Craig, Thomas P., and wife, Colorado Springs, Colo.
Crosby, Mrs. John S., New York City
Curtis, Mrs. Lenora, Portland, Ore.
duChoine, Ruth I., and husband, Fairhope. Tel. 1333
Dyson, Marmaduke, and wife, Fairhope. Tel. 1184
Eckert, Charles R., Beaver, Pa.
Fels, Mrs. Joseph, New York City
Ford, Charles C., address unknown
Ford, Fred C., address unknown
Gaston, E. B., and wife, Fairhope. Tel. 1153
Gaston, J. E., and wife, Fairhope. Tel. 1155
Hail, Anna B., Upland, California
Hall, Bolton, and wife, New York City
Hopping, G. L., and wife, Fairhope
Howarth, Jno. B., Detroit, Mich.
Hussey, Dr. Mary B., East Orange, N. J.
Johnson, Mrs. Marietta L., Fairhope
Kiefer, Daniel, and wife, Arden, Del.
Littlefield, Mrs. C. E., Seattle, Wash.
Lorenzen, J. G., Fairhope. Tel. 1223
Lyon, T. P., Fairhope
McCarthy, John, and wife, Fairhope
McConnel, W. G., Caixa a São Paulo
McDermaid, M. J., Rockford, Ill.
Mann, L. C., and wife, Ponca, Okla.
Mann, S. E., and wife, Gladbrook, Iowa
Mann, T. E., and wife, Gladbrook, Iowa
Melville, A. J., Fairhope
Mershon, A. H., and wife, Fairhope
Mershon, N., Fairhope. Tel. 1353
Mogg, Mrs. A. D., New York City
Moore, Marie B., 247 Duncan Ave., Jersey City, N. J.
Noren, H. W., Pittsburg, Pa.
Parker, H. H., Fairhope. Tel. 1245

Paton, J. S., Leesville, La.
Patterson, John, and wife, Fairhope. Tel. 1144
Powell, R. F., and wife, Fairhope
Preston, Ivy P., Mobile, Ala.
Reitz, Jacob, and wife, Chicago, Ill.
Robinson, Iona Ingham, Hermosa Beach, California
Rockwell, Curtis, Fairhope
Rockwell, Franklin, Fairhope
Rockwell, Nelson, and wife, Fairhope
Rockwell, Reuben, and wife, Fairhope
Rusby, George L., Nutley, N. J.
Schemenour, William, address unknown
Schmidt, Hans, and wife, Fairhope
Smith, Bolton, and wife, Memphis, Tenn.
Smith, Marion, and wife, Fairhope
Stimpson, William, and wife, Fairhope. Tel. 1313
Sumner, W. S., and wife, Fairhope
Thornton, George H., and wife, Fairhope. Tel. 1233
Trenholme, A. K., and wife, Portland, Ore.
Troyer, A. M., and wife, Fairhope. Tel. 1234
Warren, Fiske, Harvard, Mass.
Watros, M. V., Marshalltown, Iowa
Wheeler, Dewey, Fairhope
White, A., and wife, Vallejo, California
Whittier, A. N., and wife, Fairhope
Williams, Mrs. E. R., Fairhope
Wilmans, Mrs. Hetty B., Fairhope
Wolcott, E. C., and wife, Warren, Ohio
Wolf, Mrs. Ada, Oakland, California
Wood, George W., Fairhope

LEASE

This Lease, MADE THIS.....DAY OF....., 19...., BY AND BETWE

FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND.....

.....

OF..... ....., HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION, FOR AND IN CONSIDERATI
OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO A
SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND TO WIT:.....

.....

.....

.....

.....

.....

.....

...., SECTION....., TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUN
ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE UPON THE FOLLOWING TERMS TO WI

(1) The said lessee, his heirs or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in eq
ayments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements there
o be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing
entals of its lands as to equalize the varying advantages of location and natural qualities of different tracts and convert into the treas
f the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the
essee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon
rinciple just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resid
nembers of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be impo
y the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the payment of the rents herein provided for, the Fairhope Single Tax Corporation agrees with the said les
o pay all taxes levied by county and state upon the land herein described and on receipt of the County Treasurer's receipt for taxes p
y him upon the improvements and other personal property held upon such lands—moneys and credits excepted—to give him a certificate
quivalent amount, receivable from bearer at its face value on rent, or in the discharge of any indebtedness to the Corporation. Provi
hat said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation, where p
nitted by law so to do; and that in no event shall the Corporation be bound to pay taxes on any more than the fair valuation of the pr
rty, on the basis required by law.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenc
hat no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any ot
ersons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for reside
pon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception
he right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the t
he same become due, shall be subject to a penalty of one per cent per month until paid; and the lessor shall have a prior lien on all
rovements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any descript
'hatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements ther
re not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this le
hall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if a
hall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor
ereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten da
otice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be p
ith the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be auth
ed to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized
ake, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any pr
rty as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeit
f all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, s
he division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—
much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if
xceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the la
erein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in
ower to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land s
dminister it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land or of the improvements thereon, in compliance with the provisions of Sections 3, 7, or 9 of this lease, the same shall be determined by a board of arbitration, one to be chosen by the Fairhope Single Tax Corporation, one by the lessee, and a third by the two.

(11) This lease is assignable only to members of Fairhope Single Tax Corporation, or to persons acceptable to it. Assignments must be filed for record in the office of the Corporation, and the person to whom the assignment is made becomes the tenant of the Corporation. It is not the intent of this provision to interfere with the temporary sub-letting of this property or any portion of it.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE, THIS_____

DAY OF_____191____

BY ORDER EX. COUNCIL_____19__

FAIRHOPE SINGLE TAX CORPORATION

By_____President

_____Lessee

_____Secretary

THE SOMERS SYSTEM AS APPLIED IN FAIRHOPE

The Somers System is used in making appraisements of rent in Fairhope. An explanation of the same follows:

Under this system the street frontage figures given represent in the judgment of the appraisers, the comparative value of the frontages on the different streets and in different blocks. These figures being percentages of 100, in multiplying by them the decimal point is placed two places from the right, thus: 50 (feet frontage) $\times 50$ (block front rate), equals 25.00.

These figures do not represent the rent, but the rent is ascertained by multiplying the sum of the first multiplication by a pre-determined figure (this year .3875). This gives the rent for a lot in the middle of the block, 100 feet deep; thus:

50×50 equals 25.00; $25 \times .3875$ equals $9.69, annual rent.

If the lot is on a corner, or is over or under 100 feet, tables calculated by Mr. Somers enable the proper charge to be readily made.

Where street frontage rates are given on streets on which acreage property fronts, the street frontage rate applies only to the first 132 feet, the balance being figured at the acreage rate.

LESSEES AND RENT CHARGES

Fairhope Single Tax Corporation

1921

To Lessees
Fairhope Single Tax Corporation:

Herewith is submitted to you the rent list for 1921, as revised by the Colony Council at various meetings.

In the light of the experience of many years of the difficulty of getting committees unfamiliar with the rent appraisements and not advised as the Council must necessarily be, of the trend of population and development, from applications for land coming before it; the values placed upon the various blocks and tracts for taxation by the Tax Adjuster and the requirements upon the Colony for payment of taxes for lessees under its lease contracts, the Council felt justified in considering itself as a proper committee to make the assessment, as indeed provided by the constitution and lease contracts.

The adjustments made by the Council on street frontage percentages, the base of the rent appraisement under the Somers System, were done to adjust what seemed clear to the Council were manifest inequalities in previous appraisements; as for instance: a dropping from 40 on Fels ave., to 20, or one-half, on Gaston and Morphy avenues, only one block away, and to 10, or one-fourth, on White avenue, two blocks away; also from 25 on Oak street, to 15, or 40 per cent. on Kiefer street one block north, and 10, or 60 per cent. on Powell and Blakeney streets, 2 and 3 blocks north.

The general increase of 25 per cent. on the equalized assessment the Council deemed not only obviously ncessary to the carrying out of the fixed purpose of the Colony of taking for the common benefit of its lessees the value attaching to its land, because of increased demand of increasing population; (the government census showing an increase of 43 per cent. in population in ten years) but as absolutely necessary to enable the Corporation to meet the demands of the state, county and municipality upon Colony and lessees.

In this connection your attention is called to the fact that an extra three mills tax for school purposes, was voted in the district, (covering the Colony's land in the Town and much of that in the country) by the citizens and an extra 5 mills—or an increase of 100 per cent.—in the Town.

The Colony has not objected and does not object to these increases but as they must be paid by the Colony for itself and its lessees under its plan and can only be met from rentals, it is self-evident that they cannot be met without considerable increase in rentals.

Your attention is further called to the fact that a very small percentage of the Colony's revenue is consumed in its administration, salaries of its officers not having been recently raised, in spite of increasing demands upon them and the great advances in wages generally. Also that the entire rent fund is treated as a "trust fund" to be expended by the Council for the benefit of lessees, none being drawn off to the private benefit of any

persons and that the larger the rentals the larger the fund available for common needs.

For the Executive Council
E. B. Gaston, Secretary.

NOTES.

1. At the head of each block in town, is given the percentage rate, per front foot for 100 feet deep, on each front foot of the block, "n" meaning north, "e" east, "w" west, "s" south. Where the frontages have been changed, the change is shown.

2. The name of the lessee given is as appears upon the Corporation books. In some cases others are in possession under agreements by which the leases are not transferred until fulfilment of certain conditions.

3. The standard size of lots in a block is given, thus "66x132."

Rents are payable in equal semi-annual instalments, due January 1st and July 1st, and are subject to a penalty of one per cent per month when delinquent. Payments due Jan. 1, will be subject to penalty if not paid by April 30th, and payments due July first, if not paid before Oct. 31st.

DIVISION ONE.

TRACT "A" ON BEACH

S. 150 (raised from 100)

T. H. Bowen, to be re-measured and figured ——

TRACT "B" ON BEACH

W. 125 (raised from 100)

A. O. Berglin, to be re-measured and figured ——

BLOCK ONE

N. 60 W. 120 (raised from 80)

M. A. Bowen (to be figured)

BLOCK TWO.

N. Front 60, (raised fr. 50); E 50

T. J. Klumpp, 84x215, 45.75

BLOCK THREE

E 50, S 60, W 100.

Lots of varying sizes

Mrs. Ivy Preston, Lot 1, N. 48 ft. of 2, 4, 5, 6, & W 32 ft. lot 7,	123.43
Mrs. Isabel H. Cohen, Lot 3 & S. 26 ft. of lot 2.	55.14
Mrs. Sherman, E 34 ft. of lot 7, & lot 8,	50.81
Eugene Slosson, Lot 9,	28.08

BLOCK FOUR

E.— S. 60, W. 75

Lots of varying sizes

W. S. Sumner, W 167 ft of lot 1,	17.87
Mrs. H. M. Knapp, E 42 ft. of lot 1, E 83 ft of lot 2 & W 20 ft. of lot 4	9.84
R, Query, W 126 ft. of lot 2,	18.20
Mrs. C. D. Slosson, Lot 3,	64.84
Geo. Reil, E 84½ ft. of lot 4, & W 18¼ ft of lot 5,	29.35
Mrs. O. Goddard E 86¼ ft. of lot 5,	24.83
C. E. Norton, S 140 ft. of lots 6 & 7	56.28
Thos. H. Young, N 83 ft. of lots 6 & 7,	17.46

BLOCK FIVE.

Regulation lots 104½ x 223

S 20 at east, 60 at west, W 45.

A. N. & C. O. Whittier, Lots 1 & 2,	72.16
Mrs. J. Christopher, lot 3,	24.46
A. N. & C. O. Whittier, Lot 4,	7.50

BLOCK SIX

S 40 at east, 20 at west, E 25

Regulation lots 104½ x 223

M. M. Cope, Lot 1,	6.64
Mrs. Cope (Ingersoll) Lot 2 & W 14½ ft. of lot 3,	15.41
Mrs. L. O. Jensen, W 75 ft. of E 90 ft. of lot 3,	10.80
Mrs. M. L. Johnson, E. 15 ft. of lot 3, w. 46.5 ft., lot 4	11.80
Mary E. Brown, e. 58 ft. lot 4, w 11½ ft. lot 5	14.35
J E. Lawrence, E. 81½ ft. of lot 5,	25.04

BLOCK SEVEN.

N 40 at east, 20 at west; E 50; S 150 at east, 90 at west raised fr. 80; W 30.

Regulation lots 104½ x 218

E. A. Ruge, 75 ft. by 125 ft. in SW cor. lot 1,	32.77
E. B. Gaston, S 53 ft. of N 93 ft. of lot 1,	6.29
E. C. Clark, N 40 ft of lot 1,	4.90
Emil Zanders, E 29½ ft. by 125 ft of lot 1	10.20
H. J. & M. C. Rathje, Lot 2, & W ½ of lot 3,	89.90
Mrs. Bessie Call, E ½ of lot 3 & W 44½ ft. of lot 4,	58.90
Mrs. Annie B. Call, E 60 ft. of lot 4,	38.83
Henry Crawford, Store Building, lot 5, 93 x 218	80.02
Mrs. L. O. Jensen, 86x100 S end lots 6 & 7	16.76
Mrs. Ella Darby, N. 132 ft. of E. 50 ft. of lot 6,	13.80
Mrs. E. L .Wood, 50 ft. on Magnolia St., by 132 ft next W of above,	9.83
Mrs. A. W Mershon, W 87½ ft. of lot 7, lot 8 & 92 ft. of lot 9,	44.06
R. E. Hunting, Lot 10,	14.79

BLOCK EIGHT

N 20 at e, 60 at w; E 30; S 80; W 50

Regulation lots 104½ x 218

Library Site, 50 ft. by 96 ft. in NW cor.	
Wm. Zepp, Part of lots 2 & 3, 65 ft front Magnolia Ave.	14.79
Mrs. M. R. Lawrence, 35 ft. on Magnolia Ave.	7.56
Mrs. B. B. Mershon, Lots 1, 2, & W 71½ ft. of lot 3, (less N. 35 ft. of lots 1 & 2 to J. E. Gaston.)	107.67
J. E. Gaston, N 35 ft. of lots 1 & 2 & S 35 ft of lots 7 & 8	16.71
Mrs. Effie Sweet, E 33½ ft of lot 3 & lot 4 except 57½x150 ft. in se. cor.	36.64
Mrs. Electa Massey, E 57½ ft of S 150 ft of lots 3 & 4	24.88

BLOCK NINE.

N 60; E 50; W 75; S 75,

Lots of varying sizes

L. M. Clements Lot 1	35.50
J. F. Westin, Lots 2 & 3	57.03
David Russell, Lots 4 & 5,	42.61
Mrs. E. Drath, Lot 6 & ground in rear,	22.41
Wm. Edgerton, Lot 7,	21.31
Nelson Rockwell, Lot 8,	21.29
Mrs. E. L. Cross, Lots 9 & 10,	49.63
Mrs. E. L. Cross, E 80 ft. of lot 11,	13.65
Query & Pound, W 52 ft. of lot 11,	3.08
Martin & Hopping, Lot 12,	43.23
Mrs. C. M. Gaston, Lot 13,	33.38

A. N. & C. O. Whittier, Lot 14,	30.36
Miss M. C. Richards, Lot 15,	16.54
A. J. Melville, Lot 16,	16.65
Henry Crawford, Lot 17,	16.71
Mrs. A. B. Call, Lot 18,	60.96
C. M. Brady, Lot 19	21.68
E. B. Gaston, Lot 20,	4.94

BLOCK TEN.

N 75; E 30; W 50.

Regulation lots 104½ x 215

Sidewalk at 2.48 cents a lineal foot.

G. W. Gore N 88 ft. of W 96 ft of lot 1; 96 ft sidewalk	32.01
Dr. W. H. Weston S 45 ft. of W 96 ft. of lot 1,	9.03
I. L. Pound, S 82 ft. of W 96 ft. of lot 1,	15.87
Mrs. R. D. Christy, E 8½ ft. of lot 1 & W 96 ft. of lot 2; 104½ ft. sidewalk,	41.45
Mrs. H. M. Knapp, Lot 3 & E 8½ ft. of lot 2; 113 ft sidewalk,	43.58
Mrs. J. Russell W ½ of lot 4; 52¼ ft. of sidewalk	19.83
Miss Mary Clegg, E ½ of lot 4; 52¼ ft of sidewalk	20.15
Mrs. M. Dyson, W ½ & SE ¼ of lot 5; 52½ ft of sidewalk	20.15
C. G. & F L. Godard, NE ¼ of lot 5 & lot 6; 118 ft sidewalk	52.31
C. G. & F. L. Godard, N. ½ of S. ½ of 6 and of S. ½ of E. ½ of 5	.....
M. Dyson, S. ¼ of 6 and of E ½ of 5	.....

BLOCK ELEVEN

N 80; E 60; W 30.

Regulation lots 104½ x 223

Sidewalk at 2.48 cents a lineal foot.

E. H. Titus, Lot 1; 70 ft. sidewalk	38.69
Miss Welch Lot 2 & W ¼ of lot 3; 130 ft sidewalk	53.65
Mrs. Comings, E ¾ of lot 3 & lot 4; 182.88 ft. sidewalk	102.51

BLOCK TWELVE

N 100 at west, 175 at east; E 80; S 40.

Regulation lots 104½ x 215

Sidewalk at 2.48 cents a lineal foot.

A. O. Berglin, Lot 1 except N. 104½ ft.	30.25
W. C. Mason 74½ ft by 104½ ft. in NW cor. of lot 1; 74½ ft. sidewalk,	50.34
E. A. Ruge, E 30 ft. of N 104½ ft. of lot 1; 30 ft. sidewalk	15.60
Mrs. H. M. Knapp, W 42 ft of lot 2; 42 ft sidewalk	30.26
Mrs. Williams, E 62½ ft of lot 2; 62½ ft sidewalk,	44.17
A. J. Melville, E 30 ft. of W 33 ft. of lot 3; 30 ft sidewalk,	20.85
Town of Fairhope E 20 ft. of W 100 ft. lot 3; 20 ft sidewalk	15.54
A. N. Whittier, S 90 ft. of E 50 ft of W 83 ft lot 3	7.41
Geo. Nelson N 125 ft of E 50 ft of W 83 ft of lot 3; 50 ft sidewalk,	29.77
J. P. Lowell, 17 ft. in lot 4; 17 ft. sidewalk,	14.51
E. B. Gaston, 36.3 ft in lots 3 & 4; 36.3 ft sidewalk,	2968
Mrs. H. M. Knapp, E. 32 ft. of W. 82 ft. 10 in. of lot 4; 32 ft	26.44
Home Tel. Co., E 21 ft 8 in. of lot 4 & W 38 ft 4 in. of lot 5; 60 ft. sidewalk,	52.92
Mrs. L. V. Clifton, 20 ft by 117 ft of lot 5; 20 ft sidewalk,	18.21
Mrs. C. L. Mershon, N 143 ft. of E 34.8 ft. of lot 5; 34.8 ft. sidewalk	33.09
Clayton Baldwin, S 72 ft of E 55 ft of lot 5,	14.84

BLOCK THIRTEEN.

N 40; E 70 at south, 80 at north; W 48

Reg. Lot 66x132 ft.

Knights of Pythias, Lot 1,	20.22

Mrs. P. L. Miller, Lot 2,	20.92
Ralph Young, Lots 3 & 4	32.34
Mrs. L. A. Powell, Lots 7, 8, 9, 10, N 29 ft of lot 11 & unplatted part of blk.	61.18
Mrs. G. W. Johnson, S 37 ft of lot 11 & N 29 ft. of lot 12	14.23
Miss Jennie Brown, S 37 ft. of lot 12 & lot 13	20.75

BLOCK FOURTEEN

N ....; E 50; S 22; W .....

Mrs. H. M. Rapp, Lots 1 & 2,	33.90
W. P. Minnich, Lot 3	22.85

BLOCK FIFTEEN

N ....; E 42; S ....; W .....

D. W. Davis, All of blk, 192 ft front	32.93

DIVISION TWO

BLOCK ONE

N 65; E 25; S 75; W 150.

Regulation Lot 49x200

Mrs. V. S. McClintock, (Colonial Inn) Lots 1 & 2,	80.55
Mrs. A. Stromberg, Lots 3 & 4,	72.04
Mrs. N. E. Slaughter, Lots 5 & 6	71.91
C. W. Rockwell, Lot 7,	35.96
A. B. Martin's Sons, Lots 8, 9, & 10,	95.85

BLOCK TWO, NORTH

N. 45; E. 30; S. 25; (raised fr. 20) W. 25

Ward Martin, Lots 1 & 2,	28.74
Mrs. H. M. Knapp E 25 ft of lot 2 & lot 3	16.70
Mrs. Nettie Johnson, Lot 4,	21.33

BLOCK TWO, SOUTH

N. 25 (raised fr. 20) E. 30; S. 50; W. 25

Mrs. M. K. Roberts, Lots 5, 6, & 9,	36.71
Mrs. F. M. Shepherd, Lots 7 & 8	43.54

BLOCK THREE

N. 35; E. 25; S. 30; (raised fr. 25) W. 30

Regulation lot 66x132

Candace Armagast, lots 1, 2, & 3,	42.55
Mrs. Clara Jones, lots 4, & w½ of 5,	14.27
Paul Tuveson, lots 7 & e½ of 8,	16.98
Mrs. Clara Jones, w½ of 8 and lot 9,	12.79
Mrs. C. E. Boye, lot 10,	8.52
Mrs. N. Sinclair, lots 11 & 12,	27.20

BLOCK FOUR

N. 30; (raised fr. 25) E. 25; S. 40; W. 30.

Regulation lot 66 x 132

F. Midgette, Lot A. & B.	28.81
B. Fischer, Lots 2 & 3,	18.25
Mrs. H. B. Wilmans, Lots 3 & 8,	19.32
Mrs. W. R. Quina, Lot 5	12.50
Clara L. Jones, Lot 6,	14.35
Dolly J. Harrison, Lot 7,	11.32
The Misses Ollinger, Lots 9 & 10	22.34

BLOCK FIVE

N. 75; E. 70; W. 150

M. M. Crawford, Lot 1, 77 x 125	55.38
Mary E. Neeley, Lot 2, 77 x 125	51.82

BLOCK SIX

N. 50; E 30; W 70.

Lots 66 x 150

Mrs. Turpen, Lot 1, except E. 35 ft.	28.16
Ward Martin, e. 35 ft. 1,	9.20
Mrs. S. P. Douglas Lot 2,	20.30
Franklin Rockwell, Lot 3,	14.60
Mrs. Daphne Anderson, Lot 4,	14.60
Mrs. M. E. Turpen Lot 5,	16.02
Robt Hunter, Lot 6,	16.02

BLOCK SEVEN

N 40; E 15; W 30.

Lots 66 x 150

Mrs. Comings, Lots 1, 2, & 3,	37.66
Mrs. Nellie Stewart, Lot 4,	11.56
Mrs. J. P. Lowell, Lots 5 & 6,	25.95

BLOCK EIGHT.

N. 25; E. 15; S. 25; (raised fr. 20) W. 25

Regulation lot 66 x 132

G. F. Price, Lots 1 & 2,	15.61
Mrs. Julia G. Mackintosh, Lots 1, 2, & 3	21.90
J. A. Prout, Lots 6, 7, & 8	26.64
O. C. Cory, Lots 9 & 10,	16.10

BLOCK NINE

N. 25 (raised fr. 20) E. 20; S. 40; W. 25

Lots 66 x 132

Jas. A. Prout, Lots 4 & 5,	17.26
J. F. & Anna Lindberg, Lots 1 & 2,	15.55
Dr. F. B. Moore, Lots 6 & 7,	24.54
J.P.Lowell Est., Lots 8, 9, & 10	34.28

BLOCK TEN

N. 40 E 15 S 25 W 15

Regulation Lot 66x132

Chas. Schultz, Lots 1 & 2,	23.91
W. & M. Mask, Lots 3, 4, 5, 6, & 7,	51.20
L. J. Slocum, Lots 8, 9, & 10,	23.11

BLOCK ELEVEN

N. 25 E 15 S 25 W. 15

Regulation Lot 66x132

Mrs. J. L. Cain, Lots 4 & 5,	14.79

BLOCK TWELVE

N — E 10 S 30 W 10

Regulation Lot 66x132

Henry Ehlers, Lots 1 & 2,	18.12
Mrs. Clara Olson & W. N., Lots 3, 4, 5 & 6,	35.40

BLOCK THIRTEEN

N —....E 15....S 40....W 40

Lots 66x——varying depths

Petrina M. Olson, Lot 2,	22.50

M. C. Martin, Sr., Lot 3,	11.00
Mrs. Minnie McGuire, Lot 4,	11.25
Mrs. B. E. Pickens, Lot 5,	13.15

BLOCK 13 F.

E. 40; S. 60; W. 90

J. P. Knott, Lot 1,	25.38
Mrs. K. Lacy, Lot 2,	32.00

BLOCK FOURTEEN F.

N 60 E 75 S 40 W 85

All 132 ft. deep; 1, 2, & 3, 59.5 front; 4, 74.5 ft. front.

Est. Dr Eason Holbrook, Lot 1,	33.62
L. H. Horn, Lot 2,	28.66
W. C. Baumhauer, Lot 3,	28.37
Frank Hemley, Lot 4,	37.40

BLOCK FOURTEEN

Regulation lot 66x132, Some variations

N 40 E 30 S 15 W 75

Mrs. T. J. Kelly, Lots 2 & 3, cor.	37.68
Mrs. A. N. Falck, Lot 4,	11.39
Mrs. B. McLean, Lot 5, cor	14.00
Frank Hemley, Lot 8, cor.	31.45
Leonidas Hampshire, Lots 9 & 10	20.48

BLOCK FIFTEEN

N. 30 E 10 S. 15 W. 30

Regulation Lot 66x132

Blanche Ehlers, Lots 1 & 2,	22.08
Mrs. E. D. Fitzgerald, Lot 3	8.45
Mrs. K. Lacy, Lots 4 & 5,	17.36
T. J. Kelly, Jr., Lot 6 cor.	9.31
H. A. & H. Y. Black, Lots 7, 8, 9 & 10,	30.87

BLOCK SIXTEEN.

N. 25 (raised fr. 20) E. 10, S.—, W. 10

Lots 66 x 370

John McCarthy, Lots 1 & 2,	25.13
Geo. F. Riel, Lots 3, 4 & 5,	32.50

BLOCK SEVENTEEN.

N. 25 (raised fr. 20) ,E. 10, S. —, W. 10

Lots 66 x 368

No Leases.

BLOCK EIGHTEEN.

N. 25 (raised fr. 20), E. 15, S. 20, (raised fr. 15), W. 15

Regulation Lot 66x132

Mrs. E. R. Riseley, Lots 1, 2, 6, 7, 8, 9, 10 & 11	49.46

BLOCK NINETEEN.

N. 40, E. 15, S. 25, (raised fr. 20), W. 20

Regulation lot 66 x 132

E. A. Zavitz, lot 1,	13.92
Geo. H. Wooster, Lots 2, 3, 4, & 5	40.08
Mrs. M. C. Freer, Lots 6 & 7,	17.58

BLOCK TWENTY.

N. 25, (raised fr. 20), E. 20, S. 40, W 20
Lots irregular

P. H. Porter, 1, 2, & 3, all 48.16

BLOCK TWENTY-ONE
(Park)

BLOCK TWENTY-TWO

N. 40, E. 15, S. 25 (raised fr. 20), W 15
Lots irregular

Mrs. E. E. Quarles, lots 1 & 2, 24.58
Arlow P. Brooks, Lot 5 9.00

BLOCK TWENTY-THREE

N. 25, (raised fr. 20), E. 15 (raised fr. 10), S. 15, W 15
Lots 66 x 132

Lou Mitchell, Lots 7 & 8 10.41

BLOCK TWENTY-FOUR

N. 15, E. 15 (raised fr. 10), S.—, W 10
Regulation lot 66 x 304

Miss E. O. Darrow, east half 2, 3, 4, 5, 6, & 7, 29.61

BLOCK TWENTY-FIVE

N. 15 (raised fr. 10-, E. 15 (raised fr. 10), S.—, W 15 (raised fr. 10)
Lots 66 x 301

Wm. Edgerton, Lots 3, 4 & 5, 25.66
Mrs. Atkinson, Lots 1, 2, & 3, 25.66

BLOCK TWENTY-SIX

N.25 (raised fr.20),E.15 (raised fr.10), S.15 (raised fr.10), W.15 (raised fr.10)
Lots 66 x 132

J. T. Ramsey, Lots 1, 2, 11 & 12, 27.58
J. R. Edminston, Lots 3, 4 & 5, 21.55
Wm. Edgerton, Lots 6, 7, 8, 9,& 10, 29.15

BLOCK TWENTY-SEVEN

N. 40, E. 20, S. 25 (raised fr. 20) W. 15 (raised fr. 10)
Lots 66 x 132

Ben Fischer, Lots 1 & 2, 24.84
W. R. Stellar, Lot 3, 11.35
Mrs. E. B. Carson, Lots 4, 5, 6, 7 8, & 9 57.95
Agnes O'Brien, Lots 11 & 12 16.00

BLOCK TWENTY-EIGHT

N. 25 (raised fr. 20), E. 20, S. 40, W 20
Lots 66 x 132

Mrs. M. M. Albers, Lots 1, 2, & 12, 30.64
Asa Staples Estate, Lots 3, 10 and 11, 29.83
Franklin Rockwell, Lots 4, 5, 8 & 9, 37.94
Mrs. H. M. Patterson, Lots 6 & 7, 22.98

BLOCK TWENTY-NINE

N. 20, E. 20, S. 25, (raised fr. 20)
Regulation lot 66 x 132

L. Bernhardt, Lot 4, 7.11

BLOCK THIRTY

N. 15; E. 30; S. 40; W. 20
Regulation Lot 66x132

C. S. Eggleston, Lots 1 & 12 17.65

Candace Armagast, Lot 10,	11.36
Ward B. Martin, Lots 2, 3 & 11	26.25
Martin Lowell, Lots 4 & 9	17.96
W. C. Corzatte, Lot 6,	9.13
Daisy B. Parker, Lot	13.39
Mrs. Harry, Lot 8,	11.74

BLOCK THIRTY-ONE

N. 40 E. 30 S. 25 W. 20

Lots 66 x 132

Mrs. Annie Boudinot, Lots 1 & 2,	27.33
Erza Stoner (Wingate Green) Lots 3 & 4,	22.70
Mrs. C. M. Dickson, Lots 5 & 6,	24.74
Chas Schultz, Lots 7 & 8,	17.71
Wm. Zepp, Lots 9 & 10,	14.23
Chas. H. Kerr, Lots 11 & 12,	20.88

DIVISION THREE

BLOCK ONE

N. 25 E. 20. W. 60

Regulation lot 66x15(

Millard Mogg, lots 1, 2, 3, & w½ of 4,	57.62
F. L. Higgins, lots e½ of 4, 5 & w½ of 6,	14.75
Oscar & Rena Uphouse, w½ of lot 8 & e½ of lot 7,	7.42

BLOCK TWO

N. 20; (raised fr. 15) E. 20; S. 25; W. 60

C. P. Bowman, lots 1 & 2,	41.63
Mrs. Henry Crawford, lot 3	19.31
Mrs. L. deG. Perry lot 4	21.01
W. J. Grabham, lot 5,	6.05
Mrs. W. C. Hawes, lot 6,	6.25
Edw. Beesley, lots 7 & 8,	12.54
R. E. Beesley, lot 9,	4.95
V. M. Reynolds, lots 10 & 11,	12.30
Unleased lot, 12, (cor.)	10.44
J. I. Eernisse, lots 13, & 14 & 15,	18.60
A. F. Stott, lots 16 & 17,	15.47
T. G. Meinema, lots 18, 19 & 20,	19.60

BLOCK THREE

N. 15 (raised fr. 10) E. 15; S. 20 (raised fr. 15) W. 60

Harris N. Rockwell, lot 1,	20.64
F. J. Beesley, lot 2,	19.88
Mrs. Max McGill, lot 3,	19.56
Mrs. Mate McGill, lot 4,	21.18
Miss N. I. Sinclair, lots 5 & 6,	19.45
Miss Henrietta Hannahs, lots 7, 8 & 9,	14.60
Unleased lots, 10 & 11,	13.15
Chas. C. Keller, lots 12 & 13,	14.24
O. L. & C. A. Keller, lots 14, 15 & 16	18.91
Mrs. Mary Reeves, lots 17,	6.27

BLOCK FOUR

N. 15 (raised fr. 10) E. 15, S. 15 (raised fr. 10) W. 50

Mrs. K. I. & V. E. duChoine, lots 1, 2, 3, 4, 5, 6, 13 & 14,	78.10
Mrs. Anah Tiffany, lots 7 & 8,	13.15
Geo. W. Lawrence, lots 10 & 11	11.11

BLOCK FIVE .....

N. 15 (raised fr. 10) E. 15, S. 15 (raised fr. 10) W. 50

Brooks Lawrence, lots 1-10 inclusive, 94.69

BLOCK SIX

N. 15; E.——; S. 10; W. 20 & 15 (raised fr. 15 and 10)

Lots 66 x 132

C. A. Cedarlund, lots 1 to 7, 40.00
Brooks Lawrence Jr., lots 8, 9 and 10, 14.21
Mrs. C. Boye, lots 11, 12 and 13, 12.78
M. Koppisch, lots 14, 15 and 16, 12.78
Jno. Bowen lot 17, 4.26

BLOCK SEVEN

N. 10, W 20 inc. fr. 15)

No Leases.

BLOCK EIGHT

N. 10, E. 15

Lots 66 x 300

W. F. Presswood, lots 5, 6, and 7, 10.00
L. Winberg, lots 8 and 9, 6.98
Mrs. C. L Watson, lots 10 and 11, 15.20

BLOCK TEN

W. 100, E. 40

150 x 230

Mrs. Georgiana Peters, 67.62

DIVISION FOUR

BLOCK ONE

No Leases.

BLOCK TWO

Geo. Sutton, lot 1, n½ of 2, n½ of 7 & 8, 12.82
A W. Messenger, lots s½ of 2, lot 3. n½ of 4 & 5. 6, & s½ of 7, Blk. 2 17.91

BLOCK THREE

Mrs. Wharton, lot 1, Blk. 3 6.31
Gordon Lowell, lots 2 & 3, Blk. 3 11.37
Mrs L. Winberg, lot 4 & 2½ acres adjoining, Blk. 3 20.25

BLOCK FOUR

Lots odd sizes

Mrs M Gunnison, lots 1, 8, w½ of 2 & 7, Blk 4 30.37
J G. Freiwirth, lots 3, 6, e½ of 2 & lot 5, Blk. 4 16.62
M. C. & H J F Rathje, 100x278 15.93

BLOCK FIVE

Regulation lot 66 x 132

Mrs A G Pilcher, 100 by 150 in nw. cor lot 5, 27.75
Mrs C. Stradling, 50 by 150 in Blk 5 11.12
Horace Britton, s22 of w108 of lot 2 4.37
G. W. Wood, 104 x 108, 16.63
J. E. Ruge. lot 5. 37.03
J. E. Gaston. 64 ft front. 132 to 286 depth, also 18 ft rear of lot 5. 34.89
E. A. Pearson, 20x286. 11.00
E. A. Knapp, 28x132 11.21

BLOCK SIX

Regulation lot 66 x 132

N. 150; W. 60e; E. 18; S. 30; W. 75

Dewey Wheeler, 60x132, cor	44.91
George Nelson, 90x112,	40.89
H. Tucker, n.½ lot 10,	15.85
Mrs. D. A. Russell, s.½ 10, and n. 16 ft. 9,	15.85
D. A. Russell, s.50 ft. lot 9,	14.62
Bank of Fairhope, lot 8,	22.79

BLOCK SEVEN

N. 30; E. 15; S. 30; W. 56

W. and A. K. Burnham, lots 1 & 8	25.00
Nelson Rockwell, lots 2, 3, 4, 5, 6, & 7,	88.50

BLOCK EIGHT

N. 30; E. 10; S. 22; W. 50.

Hattie G. Stewart, lots 1 & 10,	26.74
Henry & M. A. Ehlers, lots 4, 5, 6 & 7	39.50

BLOCKS NINE, TEN & ELEVEN

School of Organic Education.

BLOCK TWELVE

N. 25; E. 20; S. 50; W. 12

Wm. Stimpson, w. 87 ft. of lot 1,	9.66
Mrs. L. V. McCue, (Ed. Nelson) w. 86 ft., lots 2, 3, & 4,	8.15
Geo. C. Miller, lot 5 & w. 20 ft. lot 6,	19.30
George Nelson, 95x218,	23.26
Mrs. Abbie L. Keller, 95x218, cor.	29.86
F. Lieker, 190x218	31.75

BLOCK THIRTEEN

N. —; E. 5; S. 12; W.

Mrs. John Winters, lot 100x279,	12.46
Daniel Shepherd, lot 206½ x 279,	26.06

BLOCK FIFTEEN

N. 6; E.—; S. 7; W. 7

Mrs. D. M. Harden, lots 1, 2, 3, 4,	10.93
J. V. Faulk, lots 5, 6, 7, 8,	7.15

TRACT BOUNDED WEST BY SCHOOL, SOUTH BY FAIRHOPE, EAST BY GREAT GULLY

N.—; E.—; S. 33 w. 20e; W. 20

Lillie V. Clifton, lots 1 & 2, blk. 20	11.35
T. J. Larkin, lots 3, 4, and no. ½ of 5, blk 20,	15.61
Wm.Stimpson, 414 ft. Fairhope, & land in rear, 10.19 acres all,	88.32
Mrs. K. B. Steele, 519 ft. Fairhope, 11 a. in all	49.57
Rudolph Stosberg, 228 ft. Fairhope, 2,5 a. in all,	14.72
Mrs. K. B. Steele, 2.14 acres,	18.63

BLOCK TWENTY-ONE.

N. 30w. 20e; E.—; S.—; W. 29.

Mrs. Ed. Wood, lots 1 and 2,	19.65
A. Bauer, lots 3 and 4,	11.36

BLOCK TWENTY-TWO

N.—; E.—; S—; W. 25 at Morphy 30 at Fairhope

J. W. Lawrence, n. 22 ft. of lot 8, lots 9 and 10, and 1.86 a, adj.	29.36

T. H. Young, lots 1, 2, & n. ½ of 3, 18.82
Aaron L. West and wife, 78x400, 9.52
Mr. and Mrs. Gregory, 155.5 ft. front, and other land rear, 20.85
F. L. Brown, lots 1 & 2, and 50 ft. in rear, 132x182 15.45
E. P. Totten, 120 ft. School St., 418 ft. Morphy. 34.89
E. P. Totten, Sweet tract, 6.15 a. 445 ft. Morphy ave., 178 Mershon St 31.45
Mrs. I. R. Buell, 267x300 cor Morphy and Mershon, 1.95 a. 20.40

Tract bounded N. by Fairhope ave., E. by Ingleside ave.. S. Morphy ave., west Mershon street.

N. 12; E. 5; S. 10; W. 3

I. M. Galbraith, 180 no., 1051 west, 392 so., 7.9 acres, 53.70
Chas. E. Newman, irreg. shaped tract, 576 ft. Morphy ave., 5.32 acres deducted 3 A. 1-3, 2.32 a. 2-3 30.31
John DeBusi, 5.49 acres, 264 ft. Morphy ave., 905 Ingleside ave. ½ acre, deducted 2-3 33.63
John W. and J. C. Coleman, 132 ft. Fairhope ave., x 264 Ingleside ave. 14.20
T. W. Jenney, 5.16 acres, 668.6 ft. Fairhope ave., 125 ft. deep on west, 330 ft. on east, 36.64

BLOCK FORTY-FIVE

South 12. lots 66x179.5

J. E. Dyer, lot 1, 3.69
Annie S. Craft, lot 2, 3.69
B. K. Coleman, lots 3 & 4, 7.36
J. R. Dyer, lots 5 & 6, 7.36
Eliz. F. Mizell, lots 7, 8, 9, 10 & 11, 18.44
Mrs. C. C. O'Bryne, lots 12, 13, 14, 15, & 16, 18.44
Anson Hildebran, lots 17, 18 & 19, 10.55

SOUTHEAST QUARTER NORTHEAST QUARTER SECTION 17

Ralph and Eliz. E. Quarles, 4.66 acres, 19.44
J. G. Lorenzen, 4.53 acres, 10.40
H. Eernisse, 4.53 acres, 14.14
Wm. Magehan, 4.57 acres, 11.42
John Patterson, 9.74 acres, 23.84
T. H. Blake estate, 9.30 acres, 25.50

SECTION TWENTY

Miss E. I. Schramm, 14 acres in nw ¼ of NW¼ 14.48

COUNTRY LANDS

SECTION TWO

Roy Rockwell, W½ S.W. ¼, 52.89
Dr. B. F. Lindberg, s½ NW¼ 43.60
Herbert H. Hill, w½ and ne¼ of ne¼ of NW ¼ 19.75
Loring Hill, N½ NW. ¼ NE. ¼, 14.10
B. E. Rockwell, S½ and NE. ¼ of NE. ¼, 115 a. less 7 2-3 a. deducted, 82.84
Axil Johnson, NE. ¼ of SE ¼, less 12 a. @ 2-3 25.50

SECTION TEN

Satsuma Park, various owners, e½ of SE¼ 53.62

SECTION ELEVEN

Samuel Beatty, s½ of sw¼ of SW¼ except 1 acre in se cor.	12.12
S. & H. Beaty, w½ of se¼ of SW¼	12.50
Roy Rockwell n½ of nw¼ of SW¼	12.06
Will Lowell, s½ of nw¼ & n½ of sw¼ of SW¼	25.00
Eernisse & Lorenzen s½ of sw¼ of NE¼	13.00
Walter James s½ of sw¼ of SE¼	14.35
Waiter James n½ of sw¼ of SE¼	14.87
Lee Eastman w½ of nw¼ & n½ of sw¼ of NE¼	81.00

SECTION FOURTEEN

L. D. Henderson, n½ of ne¼ of NE¼	16.25
J. F. Beaty, e½ of se¼ of NE¼	15.25
Geo. Sliger, n¼ of sw ¼ of NW ¼ & s⅛ of sw¼ of NW ⅛	9.72
J Schneider, s½ of nw¼ of NW¼ less s ⅛	9.72
Tomopo Orchard Co., 2-3 of sw¼ of NW¼	23.25
Tomopo Orchard Co., nw¼ & w½ of ne¼ of SW¼	47.75
M. Jansen, nw¼ of sw ¼ of SW¼	8.25
R. VanderWal sw¼ of sw¼ of SW¼	7.81
A. M. Troyer, e½ of sw¼ of SW¼	15.15
Jos. Quattrochi, e½ of ne¼ & se¼ of SW¼	25.72

SECTION FIFTEEN

E. C. & L. W. Rockwell, sw¼ of NW¼ except 2 1-16 a. n ise cor	35.50
E. C. & L. W. Rockwell n½ of NW ¼	68.55
Elizabeth B. Kelly, sw¼ of se¼ of NW¼,	10.23
Samuel Smith, e½ of sw ¼ of NE¼,	14.50
R. F. Powell, nw¼ of SW¼,	43.12
Marion & Alice Smith, w½ of ne¼ of SW¼	17.87
John B. Tiffany, e½ of ne¼ of SW¼	20.46
Eloise L. Cross, w½ & w10 ft. of e½ of w½ of sw¼ of SW½	11.73
Franklin Rock well, e½ of w½ except w10 ft. & e½ of sw¼ of SW¼	79.91
Henry Crawford, se¼ of SW¼ & ne¼ & n½ of s½ of SE¼	105.57
Anton Aranza, 23 rds n & s by 13 rds e & w in ne cor. of nw¼ of SE¼	1.87
F. J. Milefchik, nw. ¼ of SE. ¼ 39.34 a. net; 2 a. ded. 1-3, 1 a. 2-3	36.57
Samuel C. Smith, e. ¼ & nw. ¼ of se. ¼ of NW. ¼ and sw. ¼ of NE. ¼; 68.5 a. net, less 30 a. @ 2-3	47.15
R. Vanderwall, s. ½ of s. ½ of SE. ¼ 39.68 a.	37.20
Isabel Brown, 1-2 a. in nw. cor. se. ¼ of SW. ¼	——?

SECTION SIXTEEN

Benj. Rockwell, 10 acres in nw cor of S½	17.37
Benj. Briggs, 8.3 acres in nw¼ of SW¼	8.75
Benj. Briggs (Brown place) sw¼ of SW¼ except ¾ acre in ne cor	68.12
Joshua Smith, se¼ & w ½ of ne¼ of nw¼ of SW¼	24.25
Thos. Blackburn, e½ of ne¼ of nw¼ of SW¼.	8.37
Mrs. L. J. N. Comings, 2½ acres in ne¼ of SW¼	4.12
Geo. Weyenberg, 2.15 acres in ne¼ of SW¼	3.62
G. M. & D. K. Bancroft, sw¼ of ne¼ of SW¼	15.00
T. F. Larkin, ne¼ & e½ of nw¼ of ne¼ of SW¼	21.86
F T. & L. M. Guindon, sw¼ of nw¼ of SE½ & se¼ of ne¼ of SW½	23.97
P. K. Dealy, se¼ of SW¼	47.03
Mrs. M. B. Streeter, nw¼ of nw¼ of SE¼	12.75
Curtis L. Rockwell, ½ of nw¼ of SE¼	13.60
Streeter & Troyer, w½ of sw¼ of SE¼	22.75
A. M. Troyer, e½ of sw¼ of SE¼	26.47
Geo. W. Thornton, w½ of ne¼ of SE¼,	24.87
Mrs. Ida Goddard w½ of e½ of ne¼ of SE¼	11.67
Harvey Rockwell, e½ of ne¼ of SE¼	8.68
Lee E. Eastman, w½ of se¼ of SE¼	21.12
Geo. H. Thornton, w½ of ne¼ of SE¼	24.87

SECTION TWENTY-TWO

Mrs. E Z. Getty, nw¼ of NW¼	41.11
Leonard G. Payne, sw¼ of NW¼	37.00
Payne Bros., ne¼ of NW¼	36.07
David Guthrie, e½ of se¼ of NW¼	16.75
Lester Chamness, n½ of nw¼ of NE¼,	18.06
Fred Honkamp, s ½ of nw½ of NE¼,	18.27
Fred Honkamp, n½ ofsw¼ of NE¼	17.81
R. M. Parker, se¼ of sw ¼ of NE¼,	8.62
Mrs. Marie Howell, w½ of ne¼ of NE¼,	18.01
Miss L. S. Goowdin, nw¼ of SW¼	29.07
Alfred Payne, sw¼ of SW¼	27.98
Alfred Payne, w½ of se¼ of NW¼	18.43
Alfred Payne, sw¼ of sw¼ of NE¼,	8.25
Arthur R. Rockwell, s. ½ sw. ¼ sw. ¼ SE. ¼, 4.55 a.	3.82
Eugene Frazer, W. ½ sw. ¼ of NE. ¼	18.45
Jake Jansen, se. ¼ SE. ¼, 48 a.	32.30
T. J. Larkin, ne¼ & e½ of nw ¼ of ne. ¼ of SW ¼	21.86
Curtis L. Rockwell, e. ½ of nw.¼ of SE. ¼	27.20
Mrs. E. D. Troyer, w½ of sw¼ of SE.¼	22.75
A. M.Troyer, e½ of sw¼ of SE¼	27.48
Citrus Growers Ass'n, ¾ a. in ne. cor. of sw. ¼ of sw. ¼	1.50
Miss L. S. Goodwin, nw. ¼ of SW. ¼	29.07
A. B. Casson, s½ of ne¼ of SW¼,	17.34
Wingate Green W ½ ne ¼ SE. ¼, 19.5	17.80
A. L. West, S. ½ of nw. ¼ SE. ¼, 19.52 a.	17.32
C. L. Rockwell, N. ½ SW. ¼ SW. ¼ SE. ¼, 4.53 a.	3.82
W. N. Casson, n½ of ne¼ of SW¼	16.75
A. B. Casson, s½ of sw¼ of sw¼ of SE¼,	4.00
Harvey Rockwell, w½ of se¼ of sw¼ of SE¼,	3.92
C. H. Casson, se¼ of SW¼	32.75
Wm. Ruffles, n½ of nw¼ of SE¼	16.87
Nelson Rockwell, ne¼ of se¼ of NE¼	8.07
Anton Aranza, e½ of ne¼ of SE¼,	16.75
Merton Armagast, e½ of ne¼ of NE¼	14.55
W. C. Corzatte, w½ of s½ of se¼ of NE¼,	8.32
E. H. Walts, e½ of s½ of se¼ of NE¼	8.32
Henry H. Parker, nw¼ se¼ NE¼, 10 a.	8.50
Mike H. Jansen n½ sw¼ SE ¼ 19.53 a.	17.10

SECTION TWENTY-SEVEN

Marion Smith, ne¼ of nw¼ of NW.¼	5.75
W. C. Mills, nw¼ of NE¼	32.25

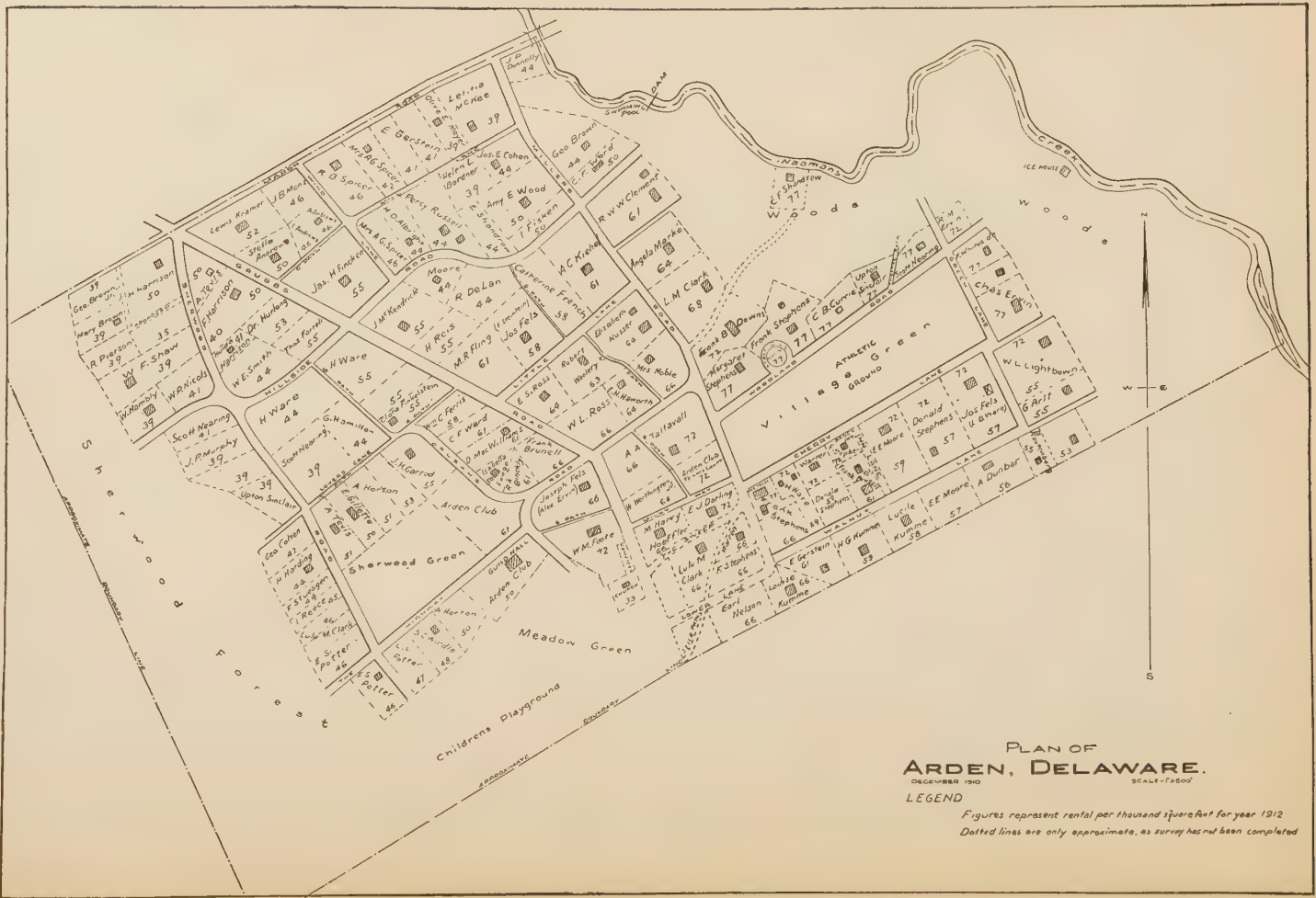
FAIRHOPE

TREASURER'S REPORT FOR THE YEAR 1920

	Received	*Paid*
From Rent	$7,833.97	
Penalty	208.20	
Stumpage	229.89	
Bath Houses	482.40	
Beach Park	25.00	
Land Cleared	18.75	
Leases	114.00	
Telephone Cons.	6.60	
Telephone Oper.	554.31	
Cemetery	15.00	
Loans	1,500.00	
Land Redeemed	56.86	
Sundries	8.65	
For Taxes for Corp.		$2,730.10
Taxes for Lessees		4,200.25
Surveying and Taxi		146.57
Anniversary, Socials, etc.		25.13
Clerical Work on Rent		20.12
Discount on Loan		17.60
Tourist Welcome Club		9.00
Treasurer's Bond		10.00
Trustees (Aud. and Election)		9.00
Highways		963.46
Bath Houses		505.69
Library		180.00
Beach Park		102.82
Golf Park		35.78
Improvement on Land		10.00
Telephone Cons.		176.46
Telephone Oper.		681.76
Salaries		750.00
Postage and Printing		215.10
Note at Bank		385.00
Carried forward	$11,053.63	$11,173.84

		Received	*Paid*
Brought forward		$11,053.63	$11,173,84
For Cemetery			6.00
4 a. Land			200.00
Sundries			6.55
		$11,053.63	$11,386.39
On hand January 1		473.66	
On hand December 31:			
Certificates	$24.05		
Cash	116.85		140.90
		$11,527.29	$11,527.29

G. M. Wood, *Treas.*



PLAN OF ARDEN, DELAWARE.

DECEMBER 1910 SCALE-1:2400'

LEGEND

Figures represent rental per thousand square feet for year 1912

Dotted lines are only approximate, as survey has not been completed

ARDEN

OF the seven enclaves, Arden in Delaware ranks next to Fairhope in importance and in age. It is located six miles north of Wilmington and 19 miles south of Philadelphia, being three-eighths of a mile from the station on the Baltimore and Ohio Railroad now called Harvey. It had its beginning in 1900, when Frank Stephens and William Price, who were seeking a site for a village colony, bought 162 acres of land, partly encircled by a beautiful creek. Delaware River is visible from Arden, the highest land in the state being in or just outside the enclave. The purchase price of land and buildings was $9000, of which $2500 was paid in cash and the balance by mortgage, subsequently taken up by Joseph Fels. This mortgage was made to apply to only 70 acres (woodland) out of the 162, leaving all the part now built upon free from encumbrance. Price and Stephens considered that the $2500 represented the value of the buildings, thus making the value of the land itself $6500.

"For the first five years," to quote from the booklet of Arden, "the reward won by the pioneers was very meagre. The community did little more than vegetate and hold its own. But in 1905 the boom began, and in 1906 the Inn was established on a firm basis, and homes sprang up in all directions. To this activity the panic of 1907 produced only a temporary setback. In 1908 the growth of Arden went on apace, and on August 1, 1909, every foot of open ground had a leaseholder, and many applications could not be filled."

At the present time there are about 140 leaseholders and about 100 dwellings. Many of the latter are substantially built and intended for permanent use, while others are bungalows suitable for summer occupation only. The summer residents number about 350 and the winter residents about 100. All the land not in the

parks (which contain nearly half the whole enclave) is under lease with the exception of an acre or two. The rents as collected vary from $25 to $76 per acre. The amounts of the annual rentals are determined by the use of the Somers System developed to meet local conditions, Arden being the first of the enclaves to employ that system. As used at Arden it includes the basic principle of the Somers System, namely that of a land unit, the expression of judgment of values as compared with that unit, and the submission to community opinion of relative values.

"The trustees of Arden hold the title to the land and represent the community before the law. They pay all the state and local taxes and the expenses of the trust, and then turn the balance over to the community, which elects three townsmen and seven assessors by the Hare System, a clerk and an accountant.[1] The money so turned over is to be applied 'to such common uses, desired by a majority of the residents, as, in the judgment of the trustees, are properly public, in that they cannot be left to individuals without giving one an advantage over others.' The townsmen have authority, subject to the control by the general meetings, and serve until their successors are chosen, the election being always for the full board, the same being true of the assessors. Thus in the part administered by the townsmen, Arden exemplifies a thoroughly representative yet democratic system."[2]

The prospectus sets forth the following claims:

"Arden Village has a land system recognizing the common right of all to the use of the earth; has a tax system which does not fine labor and thrift or encourage land speculation and monopoly; has a scientific plan of assessment based upon the Somers System, with publication of assessments; has had equal suffrage since its foundation . . . ; is the first community in the

[1] The cost of automobile licenses is paid by the Arden trustees.

[2] *Single Tax Year Book*, 1917, page 74.

United States to establish a Raiffeisen banking system based on character, not 'collateral;' has never issued bonds, granted an exclusive privilege, or had a public debt, except for a part of the original purchase price of the land; acts on a definitely stated principle as to the functions of government and the rights of individuals, that the government should do nothing which an individual can do without the power of government."

Arden is largely a residential community, many of the people earning their living outside its limits. The water supply of the village is under private control, the Arden Water Company being an independent concern to which the village as such contributes nothing. It has been financed by the sale of stock among the leaseholders interested and has cost about $7200.

The Arden Club, divided into ten guilds, represents many of the activities of the village: Esperanto, music, camp-fires, lectures, Shakespearean plays in the open-air theatre, pageants, and athletics are prominent. The Arts and Crafts Shop is a substantial building, which affords opportunity for the artistic activities favorably known as Arden Crafts. Frank Stephens, founder of the colony, has been especially interested in the village smithy, which employs the village blacksmiths from the countryside. The Arden wrought iron is known in the Arts and Crafts Societies in the East, and is a distinct type because of its simplicity and usefulness. Donald Stephens has charge of the furniture making and wood carving. Miss Maude Rhodes has revived Colonial weaving of fabrics, which she has developed into articles of modern use. She studies dyeing in connection with weaving, and is having success. She adopted the Arden idea of simplicity of design, and her work found immediate favor.

The Arden Craft Gild numbers others, who either work at home, or who, as is true of a group of artists resident in Arden, contribute of their spare time to the work. The Gild believes with

the great English craftsman and prophet, William Morris, that it is "right and necessary that all men should have work to do which shall be worth doing, and be of itself pleasant to do, and which should be done under such conditions as would make it neither over-wearisome nor over-anxious."

Another outstanding feature of Arden is the Raiffeisen Gild, the following account of which comes from an official source.

"The Raiffeisen Gild of Arden, Delaware, is the Village Credit Union, and is so named as the first rural credit union in this country to follow the plan originated about the middle of the last century by Burgomeister Raiffeisen of the village of Heddesdorf, Germany, which plan has been successfully followed in Germany, Austria, Italy, Ireland, and certain of the provinces of India. It was claimed before the war that over 2000 of these banks had done business in Germany without losing a mark, and that in Italy their effect had been wonderful in the increase of sobriety and neighborliness among the peasants. A peculiar feature is that unlike the land mortgage banks they serve even the landless laboring classes and those most in need of help, for their security is not collateral but character, their faith being, in the words of the Italian financier, Luzzatti, 'the best security is the moral worth of the members.'

"The Raiffeisen Gild of Arden was organized in April, 1911. . . . Its object is to lend money to its members for protective purposes by utilizing their credit through coöperation and the pledge of their unlimited liability in borrowing, which necessitates its operations being confined to a group of neighbors well acquainted with each other, as in Germany to one village and in Ireland to the people of one parish. In this organization, therefore, the members are residents of Arden and its immediate vicinity, known to their neighbors to be people who keep their promises and pay their debts, and this membership elects a Coun-

cil of five who manage the Gild's affairs, other officers being a clerk who keeps the accounts and three inspectors who audit them twice a year.

"The Credit Union operates by borrowing on the joint promissory note of the Council, heretofore at 5 per cent, but now at 6 per cent, and by lending to members by unanimous vote of the Council at a sufficiently increased percentage to pay running expenses. The would-be borrower fills out a printed application specifying "some protective purpose or saving to the buyer," and offers as the only security asked his note signed by two neighbors as sureties who are satisfactory to the Council. There are no dividends or profits, all surplus being carried as a central fund. The result of its operation along these lines has been that in the nine years since its organization the Raiffeisen Gild of Arden, now having a membership of 48 men and women, has increased its original capital from $1500 to about $8000, of which $136 is credit in the interest account and $354 accumulated as a central fund. It has made loans to its members, principally for building or starting in small industries, totaling something like $40,000, which loans have been repaid by partial payments every six months with a cost to the borrowers heretofore of 6 per cent net, without other charge or discount of any kind, or other collateral than the personal characters of the borrower and the sureties in the community. During the nine years the Gild has never had any default or loss whatever, and every indebtedness has been paid when due.

"This is largely due to the care with which the loans have been made, and the friendly feeling developed among those interested, the Gild Council who make the loans being, like the rest of the membership, pledged to unlimited liability for all they possess to those who loan to the Gild. With reference to this liability, it is estimated that the individual members own buildings in Arden

to a value exceeding $80,000. The present Council consists of William Worthington, Jr., as Gild Master, he holding an important position in the Curtis Publishing Company, Robert P. Woolery, owner of the Arden grocery store, Haines D. Albright, Assistant City Solicitor of Philadelphia, Walter E. Sweeting, owner of the Atlas Storage Warehouse in Philadelphia, and Donald Stephens, craftsman and owner of the Arden Craft Shop. Applications for loans for building operations and business are now so many that the Gild desires to borrow in such amounts as are offered and for terms of three, five, or ten years, at 6 per cent, from $8000 to $10,000."

The following figures show the recent growth of Arden, earlier data being unobtainable:

Year	*Acres*	*Hectares*	*Gross Rent*	
			Actual	*Basis of 1913* [1]
1911	162	66	$908	$908
1912	162	66	1632	1736
1913	162	66	1634	1618
1914	162	66	1953	1953
1915	162	66	2213	2213
1916	162	66	2561	2536
1917	162	66	2695	2173
1918	162	66	2573	1462
1919	162	66	2757	1407
1920	162	66	3164	1492
1921	162	66	3570	1469

The Trustees of Arden are Katherine F. Ross, Robert P. Woolery, and Walter E. Sweeting; the Clerk for the Trustees is Fred C. Whiteside, who is also Accountant. The Townsmen are Florence Garvin, Alan Farmer, and W. A. Young. The Town Clerk is Edward T. Paxton. The Assessors are Walter E. Sweeting,

[1] See Appendix.

chairman, Haines D. Albright, W. Worthington, Jr., Robert McKinstry, H. M. Hoeffler, Guy Nearing, and Fred Whiteside, secretary.

In the year 1921 the Trustees of Arden, to protect the swimming pool, hired a strip of 25 feet on the side opposite Arden, at an annual rental of $50. This transaction, though unimportant in a financial sense, is noteworthy as being the first case of hiring land that has come to our attention in connection with any enclave. It appears to be justified under the clause of the deed of trust concerning common uses, as would also have been a purchase of the title.

It is proposed to increase the land rents next year to an amount approximating $7000 as estimated by the assessors, whose judgment has been concurred in by the town meeting.

CONSTITUTION AND BY-LAWS

Preamble.

We, the leaseholders and residents of Arden, being desirous of fulfilling the wishes of the founders of this village by creating an environment conducive to social progress, industry, good character building and mutual helpfulness, have this day organized ourselves under the name of THE ARDENFOLK, and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws.

CONSTITUTION

ARTICLE I.

This village shall be known as Arden, and the organization of its people as the Ardenfolk.

ARTICLE II.

Title to the lands of Arden being held in trust for the use of the people of Arden by a board of three trustees, these trustees shall be elected by a majority vote of the Ardenfolk, to serve until their successors are elected.

ARTICLE III.

The lands of Arden being by the Deed of Trust administered under the plan of the Single Tax, the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the Ardenfolk or their duly elected representatives acting as assessors.

ARTICLE IV.

There shall be one regular business meeting of the Ardenfolk held each month on such date and at such hour as provided for in the By-Laws. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Ardenfolk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

OFFICERS

ARTICLE V.

§ 1. The officers of Arden shall consist of:

A board of three Townsmen who shall serve until their successors are elected.

A Town Clerk who shall serve until his successor is elected.

An Accountant who shall serve until his successor is elected.

§ 2. A Chairman shall be elected at each meeting.

§ 3. All officers and standing committees shall be elected by majority vote of the Ardenfolk present in town meeting.

DUTIES OF OFFICERS AND COMMITTEES

ARTICLE VI.

§ 1. The Townsmen of Arden shall execute the will of the Ardenfolk as expressed by majority vote at their Town meetings. They shall have general supervision over all Communal rights, property and affairs of Arden.

They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the Ardenfolk.

They shall make yearly assessments of rentals for use of land as decided upon by the Ardenfolk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town meeting.

One of them shall sign all orders on the Treasury, directed by vote of the Ardenfolk.

§ 2. The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Ardenfolk, the same to be countersigned by at least one of the Townsmen, and shall make a record of the same in the proper books.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

§ 3. The Accountant shall receive all moneys for the Ardenfolk and receipt for same.

He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities.

He shall receive all bills against the Ardenfolk and present same to meeting for action.

He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the stated meetings in May and November, the chairman shall appoint a committee of three, one of whom shall be the Accountant, who shall audit the accounts of the Trustees and report same at next Town meeting succeeding.

REFERENDUM

ARTICLE VII.

§ 1. Any five of the Ardenfolk may initiate any action or proposition to be referred to the vote of the entire community.

§ 2. The Ardenfolk may adopt such By-Laws as a majority in Town meeting determine, providing they are not in conflict with this Constitution.

ARTICLE VIII.

§ 1. This Constitution may be amended, altered or abrogated by a majority vote of those Ardenfolk present at any Town meeting, *provided* that a written notice of such meeting shall have been given to all the leaseholders at least a week before.

ARTICLE IX.

§ 1. No discrimination shall be made on account of age, color, or sex.

§ 2. Every leaseholder and resident shall be entitled to vote at all business meetings of the Ardenfolk.

BY-LAWS FOR THE ADMINISTRATION OF THE AFFAIRS OF ARDEN

Preamble.

We, the residents of Arden and the leaseholders and Trustees, in Town Meeting assembled, adopt for the administration of Arden the following rules in conformity with the Deed of Trust and the Leases:

SUFFRAGE

ARTICLE I.

Every resident, leaseholder and Trustee shall be entitled to vote at all meetings. The term "resident" shall mean members of the immediate family of a leaseholder or lessee.

MEETINGS

ARTICLE II.

The regular meeting of the Ardenfolk shall be held at 8 P.M. on the first Monday of each month from May to October, inclusive, and on the first Saturday of each month from November to April. Special meetings shall be called by the Town Clerk upon request in writing signed by at least fifteen voters in winter or by thirty voters in summer. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

OFFICERS

ARTICLE III.

The officers of Arden shall consist of:

A board of three Townsmen who shall serve until their successors are elected.

A Town Clerk who shall serve until his successor is elected.

An Accountant who shall serve until his successor is elected.

A board of seven Assessors who shall serve until their successors are elected.

A Chairman shall be elected at each meeting.

All officers and standing committees shall be elected by majority vote of the Ardenfolk present in Town meeting, except the board of Assessors, who shall be elected by preferential ballot.

DUTIES OF OFFICERS

ARTICLE IV.

The Townsmen of Arden shall execute the will of the Ardenfolk as expressed by majority vote at their Town meetings. They shall have general supervision over all Communal rights, property and affairs of Arden.

They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the Ardenfolk.

One of them shall sign all orders on the Treasury.

The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all

meetings and submit them for approval or correction at the next meeting.

He shall receive all applications for land and keep a record of same in regular order.

The Accountant shall receive all moneys for the Ardenfolk and receipt for same.

He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities.

He shall receive all bills against the Ardenfolk.

He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the April meeting the chairman shall appoint a committee of three who shall audit the accounts of the Trustees and all other accounts, and report same at the next Town meeting succeeding.

The Assessors shall make yearly assessments of the rental value of lands in Arden and report same to the regular August meeting of the Ardenfolk, whose decision shall be final, subject to the legal rights of the leaseholders and the Trustees.

CHANGE OF BY-LAWS

ARTICLE V.

These By-Laws may be amended, altered, or abrogated by a majority vote of the Ardenfolk at any time, provided that a written notice of the proposed change shall have been given at a meeting at least one month previous.

RULES OF ORDER

All meetings shall be governed by the rules of parliamentary practice according to Robert's Manual.

No person shall speak longer than five minutes at a time without extension of time by majority vote.

No person shall speak twice upon the same motion while another who has not spoken desires to be heard.

Upon request, any question shall be decided by rising vote.

Business at special meetings shall be confined to the subjects mentioned in the call.

ORDER OF BUSINESS

1 Election of Chairman.
2 Reading of Minutes.
3 Report of Trustees.
4 Report of Townsmen.
5 Report of Accountant.
6 Report of Standing Committees.
7 Report of Special Committees.
8 Reading of Communications and Bills.
9 Unfinished Business.
10 New Business.
11 Good and Welfare of Arden.
12 Adjournment.

DEED OF TRUST

This indenture made the thirty-first day of January, A.D. 1908, witnesseth that whereas heretofore to-wit, October 17, A.D. 1901, George F. Stephens of the city of Philadelphia and State of Pennsylvania did, by deed bearing date aforesaid and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record V, Vol. 18, p. 36, etc., convey unto William L. Price, Frank Martin and George F. Stephens, all of the city of Philadelphia aforesaid, all these three certain pieces or parcels of land, with the buildings thereon erected in Brandywine Hundred, New Castle County and State of Delaware, bounded and described as follows, according to a survey made by W. A. Kimmey on the thirtieth day of May, A.D. 1900.

. . . . . .

Containing twelve acres, two roods and twelve perches of land, be the same more or less.

. . . . . .

Containing eighty and one-fourth acres of land, be the same more or less.

. . . . . .

Containing with said bounds seventy acres, one rood and eleven perches of land, be the same more or less, excepting hereout of this last described tract a certain cemetery or burying ground, situated on the westerly side of said Grubb's Landing Road. And whereas the said buildings were inadvertently conveyed unto the said William L. Price, Frank Martin and George F. Stephens, the true desire

of the parties to the said deed being that the land should be vested in the said William L. Price, Frank Martin and George F. Stephens as trustees, but the title to the houses thereon erected should be and remain in the original owners thereof, now, therefore, the said William L. Price, Frank Martin and George F. Stephens do hereby convey, assign, give and set over unto George F. Stephens and William L. Price their heirs and assigns all buildings formerly owned or erected upon the land aforesaid by them to have and to hold to and for their own use and behoof.

And whereas the said conveyance of said lands was made upon certain trusts which it is desired by the parties aforesaid to restate and amend, the said lands are hereby declared to be held by the said William L. Price, Frank Martin and George F. Stephens, upon the following trusts and upon them only viz.: in trust to lease such portions of said land as may seem good to the said trustees and their successors, to such persons and for such terms as they the said trustees shall determine, the lease in each case to reserve, as rent, the full rental value of the premises demised by said lease; to pay all State and local taxes out of and from the rents received so far as these suffice; to suffer all persons to whom land shall be leased as aforesaid, who constitute a community so long as they continue such lessees, to enjoy and use for common purposes such of the lands which are the subject of this deed as the trustees aforesaid shall not have demised to individuals or devoted to purposes other than common; to apply all sums of money received as rents, in excess of the amount needed for the purposes of paying the taxes, to such common uses, desired by a majority of the residents as in the judgment of the trustees are properly public, in that they cannot be left to individuals without giving one an advantage over others; and in further trust if at any time in the judgment of a majority of the residents agreeing with a majority of the trustees the community shall not warrant its continuance to declare the dissolution thereof, and thereupon to sell the land aforesaid and, after repaying to William L. Price, George F. Stephens and Joseph Fels the amount originally advanced by them for the purchase of said land from David F. Derrickson, who made title therefor to George F. Stephens by deed dated June 12, A.D. 1900, and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record G, Vol. 18, page 345, etc., to devote the purchase money to such purpose as shall be approved by said trustees. And the said trustees shall have power subject to the approval of a majority of the residents to supply all

vacancies which may occur in their number, which it is intended shall always be and continue to be three; it being expressly hereby provided that upon all questions requiring the exercise of discretion on the part of the trustees, the action of a majority, after an opportunity has been given to all to express their opinions, shall be valid and binding upon all.

Sealed and delivered in the presence of

Frank Martin
William L. Price
George F. Stephens

Commonwealth of Pennsylvania, City and County of Philadelphia, ss.

Before me, a Notary Public, residing in the City of Philadelphia, this 25th day of March, A.D. 1908, personally came George F. Stephens, Frank Martin and William L. Price, parties to this indenture, known to me personally to be such, and acknowledged this indenture to be their act and deed to the end that the same should be recorded as such.

Witness my hand and seal, the day and year aforesaid.

William J. Jackson, *Notary Public*

{L.S.}

This Agreement, made this ..... day of ..... 19.....

witnesseth that ..... leases from the **Trustees of Arden,** the lot of Land in **Arden,** Brandywine Hundred, New Castle County, Delaware, situated .....

.....

.....

.....numbered on Town Plan Plot .....

containing about .....square feet, for .....years, at a yearly rental, payable in advance, on the Twenty-fifth day of March, of $ ..... dollars to Twenty-fifth of March, 19....., and thereafter of such Amount as shall be assessed against it by the Assessors of **Arden,** subject to appeal to a Town Meeting. And the said assessment shall equal as nearly as possible the full Rental Value of the Land, excluding Improvements, and the Rentals so collected shall be expended in the payment of all state and local taxes, so far as said rentals will suffice, so that the Leaseholders shall be exempt and free of all direct locol Taxation to that extent, and thereafter for such Communal Purpopes as are properly Public in that they cannot be left to Individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any year by giving Sixty Days' Notice to the Trustees, and may remove, sell or otherwise dispose of such Improvements as .....ha .....upon the Land, provided it be left in the same good condition as when the Lease began. And the said Trustees or their Agent may terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to pay the Rent at the times agreed upon, or if ..... or any for whom ..... responsible shall hunt or fish on any of the Lands of **Arden,** or cut Timber without written Leave from the Trustees, or fence in Woodland, or keep the Land in such disorder as shall in the opinion of a Majority of the Town Meeting be injurious to the Rights of others.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this Lease shall continue from year to year upon the same Terms as above, and all Rights and Liabilities herein given to or imposed upon either of the Parties hereto shall extend to the Heirs, Executors, Administrators, Successors and Assigns of such Party.

In Witness Whereof, the said Parties have hereunto set their **hands** and **seals.**

..... L.S.

Witness

..... L.S.

..... Trustees:

Witness

.....

.....

RULES OF THE RAIFFEISEN GILD

NAME AND LOCATION

This village credit union shall be called the Raiffeisen Gild and shall be located at Arden, Delaware.

OBJECT

The object of the Gild shall be to lend money to its members by utilizing their credit through co-operation and the pledge of their unlimited liability in borrowing.

SECURITY

The security of the Gild shall consist of the unlimited liability of each of its members for all indebtedness incurred before or during his or her membership, which liability is to be assumed by his or her heirs, executors and administrators.

MEMBERSHIP

The membership shall consist of the original organizers and such leaseholders of Arden and residents of Arden as shall be elected by the unanimous vote of the Council or, upon appeal, by a majority vote of the Gild members.

A member may withdraw from the Gild at any time upon written notice to the Council acknowledging his liability and that of his heirs, executors and administrators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members without release from liability of any kind, for non-payment of principal or interest, or for conduct injurious to the credit of the Gild.

OFFICERS

The officers shall consist of a Council of five, three inspectors and a clerk, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their number as Gild Master, shall meet at least once a month and upon the call of the Gild Master, and shall borrow money upon their joint promissory note upon the credit of the Gild, shall have

charge of such money and make loans of same for such time as they think good to such members as shall make written application, stating amount and duration of loan desired and some productive purpose or saving to the borrower which the Council approves, such loan to be secured by a six months' note signed by two satisfactory endorsers, together with such other security as the Council may require.

The Council shall accept repayment of a loan or any portion of it at any time during its continuance at the option of the borrower.

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting or at any other time upon written request of one-third of the members.

MEETINGS

The Annual Meetings of the Gild shall be held during the first week in March upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members.

LIABILITY

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which due notice shall be given shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto and as though the rules contained a

covenant on the part of himself or herself and his or her heirs, executors and administrators.

RESERVE FUND

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a Reserve Fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution takes place by those who were members of the last Council.

Application for Membership
Raiffeisen Gild of Arden

Arden, Delaware, 19

I, the undersigned, hereby apply for membership in the above-named Gild. I agree to make the payments required by its rules, and otherwise to be bound thereby.

Signature of Applicant
Occupation
Address
Signature of Witness

Admitted a member of the Raiffeisen Gild of Arden this _____ *day of* _____ 19 .

Gildmaster
Clerk

Application for Loan

Raiffeisen Gild of Arden

Arden, Delaware, 191

As a Member of the Raiffeisen Gild of Arden I hereby apply for a loan of Dollars ($)

subject to the rules of the Gild.

I would like to repay this loan in instalments of Dollars

every six months and the balance at the end of year

The purpose for which I desire the loan is

I offer as sureties the two endorsers named below

Signature

Address

Occupation

Endorsers.

First Endorser
Signature

Address

Occupation

Second Endorser
Signature

Address

Occupation

Received 191

Approved 191

Clerk

ANNUAL REPORT

OF THE

ARDEN BUILDING AND LOAN ASSOCIATION

July 1, 1920—July 2, 1921

ASSETS		LIABILITIES	
Mortgage Loans	$15,956.13	Dues on 608 Shares	$15,708.00
Stock Loans	875.00	Notes Payable	1,275.00
Cash in Bank	240.54	Profit	1,617.57
Liberty Bonds	100.00		
Equipment	125.00		
Arrears	1,303.90		
	$18,600.57		$18,600.57

RECEIPTS		DISBURSEMENTS	
Cash in Bank 7-1-1920	$ 245.66	Mortgage Loans	$ 6,506.13
Dues	6,610.00	Stock Loans	800.00
Interest	738.69	Withdrawals	1,786.00
Premiums	184.33	Interest on Withdrawals	94.89
Fines	17.54	Interest on Borrowed Money	4.13
Entrance Fees	19.75	Salaries and Expenses	85.00
Stock Loans Repaid	125.00	Cash in Bank 7-2-1921	240.54
Mortgage Loans Repaid	300.00		
Money Borrowed	1,275.00		
Bank Interest	.72		
	$ 9,516.69		$ 9,516.69

STATEMENT

Series	Number of Shares	Paid per Share	Profit per Share	Present Value per Share
1st.	155	$42.00	$5.87	$47.87
2nd.	40	36.00	4.31	40.31
3rd.	45	30.00	2.99	32.99
4th.	89	24.00	1.92	25.92
5th.	176	18.00	1.08	19.08
6th.	81	12.00	.48	12.48
7th.	22	6.00	.12	6.12

We, the auditing committee, have examined the books of the Association, and have found them in accordance with the above.

GEO. WHITEHEAD,
HARRY J. PRESSMAN,
MARGARET SPICER.

TRUSTEES
KATHERINE F. ROSS
ROBERT P. WOOLERY
WALTER E. SWEETING

ACCOUNTANT
WM. C. FERRIS

TOWN CLERK
R. W. WOOD

TOWNSMEN
FLORENCE GARVIN
ALAN FARMER
W. A. YOUNG

Assessment of Arden Land Rents for 1921

TO THE ARDEN FOLK:—

The value of the lots marked 100% on the plan is adjudged to be $1.10 per thousand square feet, in addition to such additional value as is derived from the factors of corner location, abutting woods, commons, creek or finished highways

The relative value of all lots, aside from advantages due to corners, woods, commons, highways, improvements and creek (which are separately appraised) is adjudged to be the percentage of the value of the most desirable lots (to wit, the percentage of $1.10 per thousand square feet) which is indicated by the percentage figures on the Plan, which is submitted herewith and made a part hereof.

The factor of corner locations is adjudged to increase the value of 10 000 square feet of each corner lot, and where the corner is formed by the intersection of two roads is adjudged to amount to six cents per thousand square feet where the relative percentage of the lot is between 90% and 100%; five cents where between 80% and 90%; four cents where between 70% and 80%; three cents where between 60% and 70%; two cents where between 50% and 60%, and one cent where less than 50%. Where the corner is formed by a path and a road, the corner factor is adjudged to be one-third of the full rate. No lot is deemed to be measurably benefitted by having more than one corner.

The factor of access over finished foot-paths and cartways is adjudged to amount to twenty cents per thousand square feet where the access is over a finished cartway; ten cents per thousand square feet where there is a finished foot-path immediately in front of the lot, and six cents per thousand square feet where there is a finished foot-path on the far side of an unfinished cartway; twenty-six cents per thousand square feet where there is a finished cartway with finished foot-paths on both sides; twenty-four cents where there is a finished cartway and a finished foot-path on the near side, and twenty-two cents where there is a finished cartway and a finished foot-path on the far side thereof. Lots which have access to finished highways through more than one front are adjudged to be benefitted by each additional access to the extent of one-half the regular rate. Meadow Lane is adjudged to be a finished cartway which affects all lots which it intersects or touches, and Lovers Lane is adjudged to be a finished foot-path.

The advantage to lots abutting on Naaman's Creek is adjudged to amount to an additional twenty cents per thousand square feet.

The advantage to lots abutting on Woodland Forrest or Sherwood Forrest is adjudged to amount to an additional ten cents per thousand square feet.

The factor of immediate proximity to Woodland Green is adjudged to amount to two cents per foot of frontage in those cases where the frontage overlooking the Green is twenty-five feet or more and to fifty cents where the lot corners on the Green or has a frontage thereon of twenty-five feet or less.

The factor of immediate proximity to Sherwood Green is adjudged to amount to one cent per foot of frontage in those cases where the frontage overlooking the Green is twenty-five feet or more and to twenty-five cents where the lot corners on the Green or has a frontage thereon of twenty-five feet or less.

W. E. SWEETING, Chairman
FRED WHITESIDE, Secretary
HAINES D. ALBRIGHT
HARRY HOEFFLER
W. WORTHINGTON, Jr.
ROBERT McKINSTRY
GUY NEARING

Approved by Town Meeting
August, 1920

Assessment of Arden Land Rents for Year Beginning March 25, 1921

WOODLANDS

Lot No.	LESSEE	LOCATION	Area	"A"	"B"	"C"	Rent
1	Louis Kramer	East Cor. Marsh and Grubb Road	40000	73%	$32.12	$ 8.40	$40.52
2	R. B. Spicer	South Cor. Marsh Road and Wind Lane	19535	72	15.48	.40	15.88
3	Ira P. Andrews	West of Wind Lane, South of Marsh Road	9930	66	7.21	.99	8.20
4	L. DeFrehn	West of Wind Lane, South of Marsh Road	10000	68	7.48	1.10	8.58
5	Stella Andrews	Grubb Road East of Marsh Road	24075	74	19.60	6.13	25.73
6	James E. Fincken	Grubb Road West of Hillside Road	60497	79	52.57	15.50	68.07
7	R. B. Spicer	East Cor. Wind Lane and Marsh Road	40000	69	30.36	.30	30.66
8	A. G. Spicer	Marsh Road East of Wind Lane	23700	66	17.20		17.20
9	Guy Nearing*	Marsh Road East of Wind Lane	23700	64	16.69		16.69
10	Sacha Jacobinoff	Marsh Road East of Wind Lane	23700	62	16.16		16.16
11	Howard Jones	Marsh Road West of Millers Road	20000	60	13.20		13.20
12	Letitia McKee	South Cor. Millers Road and Marsh Road	50691	58	32.34	.20	32.54
13	H. D. Ware	East Cor. Millers Road and Marsh Road	24000	36	9.50	7.30	16.80
14	Theodore Lane Bean	Milers Road and Woodland Path	44670	53	26.04	4.47	30.51
15	Joseph E. Cohen	South Cor. Millers Road and Mill Lane	22000	69	16.70	.30	17.00
16	Paul DeMoll	Mill Lane West of Millers Road	20000	65	14.30		14.30
17	Amelia K. Whitehead	Mill Lane West of Millers Road	39885	74	32.46		32.46
18	Russell Ramsey*	Hillside Road West of Millers Road	20000	73	16.06		16.06
19	H. D. Albright*	Hillside Road to Mill Lane	19000	75	15.67		15.67
20	Mary Lambert	North Cor. Hillside Road and Wind Lane	20000	76	16.72	.40	17.12
21	Amy E. Wood	Millers Road North of Hillside Road	41470	74	33.76		33.76
22	I. B. Fisken	West Cor. Millers and Hillside Roads	16300	74	13.27	.40	13.67
23	Howard B. Lewis	North Cor. Millers and Hillside Roads	20000	58	12.76	2.20	14.96
24	R. W. W. Clement	South Side Hillside Road at Wood	42309	65½	30.49	4.33	34.82
24½	Lucius Cole	S. E. Cor. Millers Road and Hillside Road	10000	68	7.48	.30	7.78
25	A. C. Kiehel	S. W. Cor. Hillside Road and Millers Road	53570	86½	50.97	12.29	63.26
26	S. R. Kiehel	Hillside Road West of Millers Road	39000	83	35.62	8.75	44.37
27	Sarah Strain	Hillside Road West of Millers Road	31331	79	27.23	.13	27.36
28	Haya Rosensweet	Hillside Road West of Millers Road	20000	79	17.38		17.38
29	Haya Rosensweet	East Cor. Grubb and Hillside Road	40000	82	36.08	8.50	44.58
30	G. E. Fling	East Side Grubb South of Hillside Road	20000	84	18.48	4.00	22.48
31	M. R. Fling	North Cor. Grubb Road and Little lane	40000	89	39.16	13.30	52.46
32	Frank Stephens*	North Side Little Lane East of Grubb Road	40019	89	39.16	8.97	48.13
33	E. S. Ross	East Cor. Little Lane and Grubb Road	23500	92	23.78	8.59	32.37
34	Robert P. Woolery	South Side Little Lane East of Grubb Road	28865	92	29.22	10.02	39.24
35	Sophia Dettling	Millers Road Cor. Little Lane	10000	93	10.23	4.20	14.43
35½	Elizabeth Nusser	Millers Road South of Little Lane	10000	93	10.23	2.60	12.83
36	Pauline Dettling	Cor. Little Lane and Woolery Path	15000	93	15.36	4.55	19.91
37	Angela Marke	Millers Road and Campfire Path	40000	74	32.56	4.13	36.69
38	Lulu M. Bower	North Cor. Millers Road and St. Martins Lane	54700	84	50.55	25.66	76.21
39	F. B. Downs Estate	East Cor. Millers Road and St. Martins Lane	35000	89	34.27	15.90	50.17
40	Eva B. Taplinger*	North Gor. Millers Road and Orleans Road	30000	97	32.01	9.60	41.61
41	Samuel Cannon	North Side Orleans Road East of Grubb Road	20000	95	20.90	2.20	23.10
43	W. L. Ross	North Cor. Orleans and Grubb Road	32630	95	34.10	7.13	41.23
44	M. R. Fling	East Cor. Orleans and Grubb Road	30145	95	31.50	6.62	38.12
45	Donna Sweeting*	South Cor. Orleans and Millers Road	40000	100	44.00	10.24	54.24
46	Arden Club	West Cor. Sweep and Millers Road	20000	100	22.00	8.22	30.22
47	Mary A. Hoeffler	North Cor. Milky Way and Grubb Road	20000	93	20.46	5.20	25.66
48	H. M. Hoeffler	East Cor. Milky Way and Grubb Road	25560	93	27.10	7.23	34.33
49	Emma J. Pierce	West Cor. Sweep and Millers Road	14060	100	15.47	4.89	20.36
50	M. E. Broadbent	South Cor. Sweep and Stile Path	15000	93	15.35	2.10	17.45
51	Frank Stephens (Lone Pine)	Millers Road and Stile Path	10000	97	10.67	3.50	14.17
52	Frank Stephens (Little Arden)	Stile Path and Lower Lane	27500	89	26.92	11.27	38.19
53	C. Cliff	Millers Road S. C. Lower Lane	10000	84	9.24	2.25	11.49
53½	R. E. Pyle	Lower Lane and Stile Path	10000	84	9.24	2.25	11.49
54	Frank Stephens (Craft Shop)	East Cor. Millers Road and Cherry Lane	15000	100	16.50	6.79	23.29
55	L. B. Ware	South Side Cherry Lane East of Millers Road	24850	100	27.33	8.50	35.83
56	F. Stephens (Lumber Lot)	Millers Road and Walnut Lane	15000	89	14.69	4.10	18.79
58	Wm. Walton	North Side Walnut Lane East of Millers Road	15000	84	13.86	.90	14.76
58½	Oscar Steuer	North Side Walnut Lane West of Inn Lane	15000	84	13.86	.90	14.76
59	A. Priestman	South Side Cherry Lane East of Millers Road	10206	100	11.23	4.89	16.12
60	George Newcomb*	South Cor. Cherry and Inn Lanes	7116	100	7.83	4.58	12.41
61	Irene H. Virdin	South Side Inn Lane East of Cherry	9000	85	8.41	.90	9.31
62	Harry J. Pressman	West Cor. Inn Lane and Walnut Lane	9000	84	8.32	1.62	9.94
63	Erwin Rautenberg*	South Side Walnut Lane East of Millers Road	28800	77	24.40	2.88	27.28

"A" — % of $1.10 per 1,000 square feet.
"B" — Rental, exclusive of factors separately appraised.
"C" — Appraisement of factors of value which are separately appraised.
*** Arden Building & Loan Association holds title temporarily as mortgagee.**

Assessment of Arden Land Rents for Year Beginning March 25, 1921

WOODLANDS

Lot No.	LESSEE	LOCATION	Area	"A"	"B"	"C"	Rent
64	Louise H. Field (Ariel)	South Side Walnut west of Inn Lane	28545	78%	$24.49	$ 2.86	$27.35
65	Julius Kumme	South Side Walnut opposite Inn Lane	28700	79	24.94		24.94
66	Louise H. Field (Spreading Oak)	S. E. Cor. Lower Lane and Millers Road	7000	82	6.31	1.40	7.71
67	E. E. Moore	South Side Walnut East of Inn Lane	28525	78	24.51		24.51
68	A. E. Bosse	South Side Walnut west of Green Lane	35200	77	29.81		29.81
69	R. Rautenberg	Southeast Side Walnut Lane near Green Lane	20000	63	13.86	2.00	15.86
70	R. Rautenberg	Southeast Side Walnut Lane near Green Lane	16265	74	13.24		13.24
71	Dr. Herman Hurlong*	East Cor. of Village Green	54440	79	47.32	11.78	59.10
72	G. Arlt	North Walnut and Green Lane	19650	68	14.70	2.06	16.76
73	L. B. Ware*	South Cor. Walnut and Village Green	35000	89	34.27	12.24	46.51
74	I. Stephens*	Cherry Lane west of Green Lane	40000	92	40.48	13.00	53.48
75	E. E. Moore	North Cor. Village Green and Inn Lane	44125	95	46.11	14.29	60.40
76	Charles W. Ervin	S. E. Side Village Green	46260	84	42.75	10.18	52.93
77	F. W. Whiteside	East Cor. Village Green and Woodland Road	17500	80	15.40	4.25	19.65
77½	M. A. Renezetti (Ice House Lot)	Naaman's Creek	1000	100	1.10	.30	1.40
78	Dr. Herman Hurlong	North Cor. Village Green and Woodland Road	10000	74	8.14	2.00	10.14
79	Harry Morris	West Cor. Village Green and Theatre Path	16000	82	14.43	6.26	20.69
80	N. Roberts	North Cor. Village Green and Theatre Path	35000	84	32.34	5.83	38.17
81	Robert P. Woolery (Mole Hill)	West Cor. Village Green and Woodland Road	20800	86	19.68	6.20	25.88
82	Philip Burnett	Naaman's Creek	20000	86	18.92	6.00	24.92
83	Frank Stephens (Homestead)	North Side Woodland Rd. West Village Green	37415	88	36.22	5.94	42.16
84	Arden Club (Field Theatre)	Woodland Road	7738	89	7.58	1.78	9.36
85	Frank Lincoln*	North Cor. Millers and Woodland Roads	27610	89	27.03	11.72	38.75
		TOTAL WOODLANDS			$1984.92	$423.16	$2408.08

SHERWOOD

86	Esther Elberson	South Side Marsh Road west of Sherwood	10000	51%	$.5.61	$ 1.00	$ 6.61
86½	E. Ramsey	South Side Marsh Road west of Sherwood	10000	51	5.61	1.00	6.61
87½	B. S. Sisley	West Side of Sherwood	20000	42	9.24	2.00	11.24
88	Harry Harrison	West Cor. Marsh and Sherwood Roads	20000	68	14.96	2.30	17.26
89	Vincent T. McGee	West Side Sherwood, west of Grubbs Road	20000	63	13.86	2.00	15.86
90-91	John D. Gordon	West Side of Sherwood, South of Marsh Road	40000	44½	19.58	8.00	27.58
92	W. F. Shaw*	West of Sherwood North of Hillside	40000	47	20.68	4.00	24.68
93	Ida E. Hambly*	North Side of Hillside west of Sherwood	20000	53	11.66	2.00	13.66
93½	W. H. Hambly*	N. W. Cor. Sherwood and Hillside	20000	63	13.86	2.30	16.16
94	A. Tevis	South Cor. Sherwood and Grubb Roads	16047	72	12.71	4.08	16.79
95	Frank Harrison	West Side Grubb North of Hillside Road	20000	74	16.28	4.00	20.28
95½	Frank Harrison	East Side Sherwood North of Hillside Road	20000	55	12.10	1.20	13.30
96	Jeanne H. Young	East Side Sherwood North of Hillside Road	10000	63	6.93	.60	7.53
97	W. A. Young*	North Cor. of Sherwood and Hillside Roads	30000	72	23.76	2.20	25.96
98	W. A. Young	West Cor. of Hillside and Grubb Roads	20000	79	17.38	4.40	21.78
99	W. A. Young	West Side of Grubb North of Hillside Road	20000	77	16.94	4.00	20.94
100	L. Watson	South Cor. Sherwood and Hillside Roads	20000	69	15.18	4.30	19.52
101	Alan Farmer*	North Cor. Sherwood Road and Lovers Lane	20000	72	16.79	2.73	19.52
101½	William L. Logan	Lovers Lane East of Sherwood Road	20000	72	14.89	2.00	16.89
102	A. Horton	West Cor. Lovers Lane and Orleans Road	30954	72	24.52	3.09	27.61
103	A. Ciotti	East Side Sherwood South of Hillside Road	45046	76	37.65		37.65
103½	Arden Water Co.	Cor. Sherwood and Hillside Roads	4000	76	3.34	.64	3.98
104	J. P. Murphy	West Side Sherwood South of Hillside Road	20000	69	15.18	4.00	19.18
105	Theodore Lane Bean	West Side Sherwood South of Hillside Road	20000	69	15.18	4.00	19.18
106	E. T. and E. B. Paxton	West Cor. Lovers Lane and Sherwood Road	27000	69	20.50	5.40	25.90
107	T. W. Farrell	South Cor. Lovers Lane and Sherwood Road	20000	72	15.84	4.00	19.84
108	Helen Harding	West of Sherwood Road North of Highway	10000	72	7.92	2.00	9.92
109	Robert McKinstry	West of Sherwood Road North of Highway	20000	73	16.06	4.25	20.31
111	Thomas D. Laws	West of Sherwood Road North of Highway	10000	74	8.14	2.52	10.66
112	E. S. Potter	West of Sherwood Road North of Highway	20000	76	16.72	5.05	21.77
113	E. S. Potter	West Cor. Sherwood Road and Highway	20000	76	16.72	5.45	22.17
114	C. L Potter	South Cor. Sherwood Road and Highway	20000	73	16.06	4.65	20.71
115	E. S. Potter	East Cor. Sherwood Road and Highway	20000	76	16.72	5.52	22.24

"A" — % of $1.10 per 1,000 square feet.
"B" — Rental, exclusive of factors separately appraised.
"C" — Appraisement of factors of value which are separately appraised.
*** Arden Building & Loan Association holds title temporarily as mortgagee.**

Assessment of Arden Land Rents for Year Beginning March 25, 1921

SHERWOOD

Lot No.	LESSEE	LOCATION	Area	"A"	"B"	"C"	Rent
116	A. Horton	South Side of Highway East of Sherwood	20000	76%	$16.72	$ 5.12	$21.84
117	C. B. Whitton	South Side of Highway East of Sherwood	20000	82	18.04	3.22	21.26
118	Arden Club	South Side of Highway East of Sherwood	41351	84	38.20	5.57	43.77
119	Vacant	Highway and Orleans Road	20000	89	19.58	2.41	21.99
119½	Vacant	Orleans Road and Sunset Road	20000	89	19.58	1.21	20.79
120	J. H. Garrod	South Cor. Lovers Lane and Orleans Road	32040	84	29.60	3.62	33.22
121	Thomas Laws	South Side Lovers Lane West of Orleans	20000	79	17.38	3.06	20.44
122	C. F. Bookmeyer	South Side Lovers Lane West of Orleans	20000	79	17.38	2.85	20.23
123	E. C. Gillette	South Side Lovers Lane West of Orleans	20000	79	17.38	2.85	20.23
124	Henry W. Hetzel	East Cor. Lovers Lane and Sherwood Road	20000	80	17.60	3.87	21.47
125	Emma Dewees*	South Cor. Grubb and Hillside Road	40000	80	35.20	8.40	43.60
126	Ernesto Bagnolio	Southwest Side Grubb East of Hillside	20000	84	18.48	4.00	22.48
127	Ernesto Bagnolio	Southwest Side Grubb East of Hillside	20000	86	18.92	5.17	24.09
128	W. C. Ferris	South Cor. Lovers Lane and Grubb Road	19675	88	19.04	5.08	24.12
129	H. McKay	West Side Grubb South of Lovers Lane	20500	91	20.52	4.10	24.62
130	M. Fritz	West Side Grubb South of Lovers Lane	20000	93	20.46	4.00	24.46
131	F. W. Lincoln	West Cor. Grubb and Orleans Roads	20000	95	20.90	5.20	26.10
132	N. Elias	North Side Orleans west of Grubb Road	10000	88	9.68	.60	10.28
133	I. Lodge	North Side Orleans west of Grubb Road	10000	84	9.24		9.24
134	Tillie M. Ervin	South Cor. Grubb and Orleans Roads	40000	95	41.80	12.60	54.40
135	Jean G. Worthington*	South Side Grubb South Side Orleans Road	40000	95	41.80	10.20	52.00
135½	Arden Water Co.	Spring House Lot	1000	63	.69		.69
136	Arden Church	South Side Grubb opposite Sweep	10000	63	6.93	2.00	8.93
137	Andrew Vattalano et al	Meadow Green	30000	58	19.10	9.00	28.10
138	Vacant	Meadow Green	20000	58	12.76	4.00	16.76
139	Vacant	Meadow Green	20000	58	12.76	4.00	16.76
140	Vacant	Meadow Green	20000	58	12.76	4.00	16.76
141	W. C. L. White	Meadow Green	20000	65	14.30	2.00	16.30
142	Vacant	Meadow Green	10000	65	7.15	1.00	8.15
		TOTAL SHERWOOD			$1052.52	$223.81	$1276.33

Total Woodlands	$2408.08
Total Sherwood	1276.33
TOTAL ARDEN	$3684.41

"A" — % of $1.10 per 1,000 square feet.
"B" — Rental, exclusive of factors separately appraised.
"C" — Appraisement of factors of value which are separately appraised.
* Arden Building & Loan Association holds title temporarily as mortgagee.

REGISTERED VOTERS[1]

NOVEMBER 2, 1921

ARTHUR M. DEWEES, RUSSELL RAMSEY, ROBERT P. WOOLERY — *Registration Committee*

EDWARD T. PAXTON, *Town Clerk*

Acker, Mr. Charles E., 2918 Master St., Phila., Pa.
Albright, Haines D., Esq., 29th St. and Montgomery Ave., Phila., Pa.
Arlt, Mrs. G., Arden, Del.
Bauer, Mr. Alexander, 2016 N. 25th St., Phila., Pa.
Bauer, Mrs. Lulu M., 2016 N. 25th St., Phila., Pa.
Bohn, Mr. Fred, 1436 N. 30th St., Phila., Pa.
Bohn, Mr. John, 1436 N. 30th St., Phila., Pa.
Bookmyer, Mrs. Anna, 449 S. 57th St., Phila., Pa.
Bookmyer, Mr. Charles F., 449 S. 57th St., Phila., Pa.
Bosse, Mr. Adolph E., Arden, Del.
Bosse, Mrs. Adolph E., Arden, Del.
Broadbent, Mr. Earl, Arden, Del.
Broadbent, Mrs. Margaret E., Arden, Del.
Burnett, Mr. Phillip, Du Pont Building, Wilmington, Del.
Clement, Mrs. Rachel West, Arden, Del., or 6814 Chew St., Gtn., Phila., Pa.
Clift, Mr. Christopher, 119 N. Clayton St., Wilmington, Del.
Cohen, Mr. George N., 714 Pine St., Phila., Pa.
Cohen, Mr. Joseph E., 1827 N. Marshall St., Phila., Pa.
Cohen, Miss Sarah, 1827 N. Marshall St., Phila., Pa.
Cohen, Mrs. Tema, 714 Pine St., Phila., Pa.
Connor, Mrs. Felicia, Arden, Del.
Connor, Mr. William, Arden, Del.
Criswell, Mrs. Adelaide, Arden, Del.
Criswell, Mr. David, Arden, Del.
de Moll, Paul, Esq., 92 Queen Lane, Gtn., Phila., Pa.
Dettling, Miss Pauline, 507 W. 22d St., Wilmington, Del.
Dewees, Mr. Arthur M., Arden, Del.
Dewees, Mrs. Emma, Arden, Del.
Downs, Mrs. F. B., 1730 Diamond St., Phila., Pa.
Elberson, Miss Esther, 1131 Halsey St., Brooklyn, N. Y.
Elias, Mrs. Ann, Arden, Del.

[1] Entitled to vote at meetings of the Ardenfolk.

Elias, Mr. Nathaniel, Arden, Del.
Ervin, Mr. Charles, 444 Pearl St., New York, N. Y.
Farmer, Mr. Alan, Arden, Del.
Farmer, Mrs. Lottie M., Arden, Del.
Farrell, Mrs. Anna, 5514 Irvine St., Phila., Pa.
Farrell, Miss Constance, 5514 Irvine St., Phila., Pa.
Farrell, Miss Eva, 5514 Irvine St., Phila., Pa.
Farrell, Mr. Thos. W., 5514 Irvine St., Phila., Pa.
Feigenbaum, Mrs. Fannie, Arden, Del.
Feigenbaum, Mr. Israel H., Arden, Del.
Ferris, Mr. William Canby, Arden, Del.
Field, Mrs. Louise K., 1342 Pine St., Phila., Pa.
Fisken, Miss Isabelle, Arden, Del.
Fincken, Mr. James H., 1012 Walnut St., Phila., Pa.
Fling, Mrs. Carrie, 4961 Rubicam Ave., Gtn., Phila., Pa.
Fling, Miss Clara, 4961 Rubicam Ave., Gtn., Phila., Pa.
Fling, Mr. Joseph F., 4961 Rubicam Ave., Gtn., Phila., Pa.
Fling, Mrs. Matilda R., 4961 Rubicam Ave., Gtn., Phila., Pa.
Fritz, Mrs. Mary Emma, Arden, Del.
Garrod, Mrs. Alice, 4913 Knox St., Gtn., Phila., Pa.
Garrod, Miss Gertrude, 4913 Knox St., Gtn., Phila., Pa.
Garrod, Mr. Joseph, 4913 Knox St., Gtn., Phila., Pa.
Garvin, Miss Florence, Arden, Del.
Geiger, Mr. Felix A., 2231 N. Van Pelt St., Phila., Pa.
Geiger, Mr. Paul F., 2231 N. Van Pelt St., Phila., Pa.
Gillitte, Mr. Edward C., 3343 17th St., N.W., Washington, D. C.
Gillitte, Mrs. Edward C., 3343 17th St., N.W., Washington, D. C.
Gordon, Mrs. Ethel, Arden, Del.
Gordon, Mr. John D., Arden, Del.
Hahn, Mr. William A. J., 1336 N. 28th St., Phila., Pa.
Hambly, Mrs. Ida, Arden, Del.
Hambly, Miss Kathleen E., Arden, Del.
Hambly, Mr. Warren H., Arden, Del.
Harding, Mrs. Helen, 5841 Walton Ave., Phila., Pa.
Harrison, Mr. Frank, Arden, Del.
Harrison, Mrs. Frank, Arden, Del.
Harrison, Mr. Harry, Arden, Del.
Harrison, Miss Hilda, 2130 Nedro St., Phila., Pa.
Hetzel, Mr. Harry W., Arden, Del.
Hetzel, Mrs. Harry W., Arden, Del.

Hoeffler, Mr. Harry M., Arden, Del.
Hoeffler, Mrs. Mary A., Arden, Del.
Hoeffler, Miss Mildred, Arden, Del.
Horton, Mrs. A., 1239 Hilton St., Phila., Pa.
Huenerfauth, Mr. Fred, 2932 W. Master St., Phila., Pa.
Hurlong, Dr. Herman P., 1240 S. Broad St., Phila., Pa.
Hurlong, Mrs. Lena, 1240 S. Broad St., Phila., Pa.
Isenminger, Mr. C. H., Arden, Del.
Isenminger, Mrs. Lucile, Arden, Del.
James, Mrs. Blanche, 255 S. Camac St., Phila., Pa.
Jones, Dr. Howard, 5911 Greene St., Gtn., Phila., Pa.
Jones, Mrs. Howard, 5911 Greene St., Gtn., Phila., Pa.
Kiefer, Mr. Daniel, Jr., Arden, Del.
Kiehel, Miss Annora C., Arden, Del.
Kiehel, Miss Constance A., Darling, Pa.
Kiehel, Mr. Stephen R., Arden, Del.
Knowles, Mr. John D., Arden, Del.
Knowles, Mrs. John D., Arden, Del.
Lanciano, Mrs. Cathryn, Arden, Del.
Lanciano, Mr. Claude O., Arden, Del.
Laws, Mrs. Hazel K., 56th and Locust Sts., Phila., Pa.
Laws, Mr. Thos. D., 56th and Locust Sts., Phila., Pa.
Levy, Mrs. Phoebe B., Arden, Del.
Levy, Mr. Sylvan N., Arden, Del.
Lincoln, Mr. August, 1600 Chestnut St., Phila., Pa.
Lincoln, Mr. Frank, 1600 Chestnut St., Phila., Pa.
Lincoln, Mrs. Reba, 1600 Chestnut St., Phila., Pa.
Logan, Mr. L. William, Arden, Del.
McGhee, Mr. Vincent T., Wilmington, Del.
McKay, Mr. Harry, 1514 Blavis St., Phila., Pa.
McKay, Mrs. Winifred, 1514 Blavis St., Phila., Pa.
McKinstry, Mr. Robert, 4811 Greene St., Gtn., Phila., Pa.
McKinstry, Mrs. Robert, 4811 Greene St., Gtn., Phila., Pa.
Marke, Miss Angela, 3533 N. 16th St., Phila., Pa.
Meyer, Mr. Frank A., 2933 Master St., Phila., Pa.
Moore, Dr. Edward E., Manitee, Fla.
Morley, Mr. George C., Arden, Del.
Morley, Mrs. Maude L., Arden, Del.
Morris, Mr. Harry, 5628 Pemberton Ave., North Norwood, Cincinnati, Ohio

Morris, Mrs. Jennie, Arden, Del.
Nearing, Mr. Guy, Arden, Del.
Nearing, Mrs. Marguerite, Arden, Del.
Newcomb, Mr. George, Arden, Del.
Nusser, Mrs. Elizabeth, Arden, Del.
Paxton, Mr. Edward T., Arden, Del.
Paxton, Mrs. Evelyn B., Arden, Del.
Pierce, Miss Vera G., Arden, Del.
Potter, Mrs. Cora L., Arden, Del.
Potter, Mr. Edwin S., Arden, Del.
Ramsey, Mrs. Elsie, Arden, Del.
Ramsey, Mr. Russell, Arden, Del.
Rautenberg, Mr. Ervin, Arden, Del.
Rautenberg, Mrs. Hadassah, Arden, Del.
Rautenberg, Mr. Robert, Arden, Del.
Remington, Mr. Fred, Arden, Del.
Remington, Mrs. Katharine, Arden, Del.
Remington, Mrs. Marion J., Arden, Del.
Rhodes, Miss Maude, Arden, Del.
Roberts, Mrs. Louise, Arden, Del.
Roberts, Mr. William, Arden, Del.
Rosensweet, Mrs. Haga, Arden, Del.
Rosensweet, Mr. Nathan, Arden, Del. Tel. Hollyoak 144-R
Ross, Mr. E. S., Arden, Del.
Ross, Mrs. Katherine, Arden, Del.
Russell, Mrs. Bertha W., Arden, Del.
Schwartz, Mrs. Helen Ware, Arden, Del.
Schweitzer, Mr. William H., 2911 Thompson St., Phila., Pa.
Schwoebel, Mr. Louis H., Jr., 6346 Ross St., Gtn., Phila., Pa.
Shaw, Mrs. Annie B., Arden, Del.
Shaw, Mr. William F., Arden, Del.
Sisley, Miss Beatrice S., Arden, Del.
Spicer, Mrs. A. G., 2004 Park Ave., Baltimore, Md.
Spicer, Mr. R. Barclay, Arden, Del. Tel. Hollyoak 126-J-2
Spicer, Mrs. Margaret, Arden, Del.
Stephens, Mr. Donald, Arden, Del.
Stephens, Mrs. Eleanor, Arden, Del.
Stephens, Mr. Frank, Arden, Del.
Stephens, Mrs. Ingeborg, Arden, Del.
Sweeting, Mrs. Donna, Arden, Del.

Sweeting, Mr. Walter E., Arden, Del. Tel. Hollyoak 188-W.
Taplinger, Matthew, Esq., Commonwealth Building, Phila., Pa.
Taplinger, Mrs. Matthew, 5914 Walnut St., Phila., Pa.
Terrace, Mrs. Hildegarde, Arden, Del.
Tevis, Mrs. A. B., Grubb's P. O., Del.
Thaddeus, Mr. Victor, Arden, Del.
Virdin, Mrs. Irene H., 132 N. 49th St., Phila., Pa.
Virdin, Mr. Wallace, 132 N. 49th St., Phila., Pa.
Ware, Mrs. Edith Von W., Arden, Del.
Ware, Mr. Hamilton D., Arden, Del.
Ware, Mr. Lucien B., Arden, Del.
Weiss, Mr. Walter, Arden, Del.
Whitehead, Mrs. Amelia K., Arden, Del.
Whitehead, Mr. George L., Arden, Del.
Whiteside, Mr. Fred W., Arden, Del.
Whiteside, Mr. Robert J. M., 4622 Baltimore Ave., Phila., Pa.
Wood, Miss Amy, Arden, Del.
Wood, Mrs. Marguerite S., Arden, Del.
Wood, Mr. R. William, Arden, Del.
Woolery, Mrs. Marguerite, Arden, Del.
Woolery, Mr. Robert P., Arden, Del. Tel. Hollyoak 126-R-3
Worthington, Mrs. Jeanne, Arden, Del.
Worthington, Mr. William, Jr., Arden, Del.
Worthington, Mr. William, 3d, Arden, Del.
Yates, Mrs. Mary C., Arden, Del.
Yates, Mrs. Maude, Arden, Del.
Yates, Mr. Philip M., Arden, Del.
Young, Mrs. Jeanne H., Arden, Del.
Young, Mr. William A., Arden, Del.

ARDEN TRUSTEES

TRANSCRIPT OF FINANCIAL REPORT, MARCH 25, 1920, TO MARCH 25, 1921

Receipts

Cash Balance on Hand, March 25, 1920	$355.37
Receipts from Rentals	3,569.74
Receipts from Other Sources	256.15
Total Receipts	$4,181.26

Disbursements

Taxes Paid	$1,735.46	
Fels Mortgage Payment	400.00	
Licenses Paid	181.00	
Appropriations to Townsmen	1,300.00	
Clerical Services	115.63	
Legal Services	53.75	
Printing	96.15	
Miscellaneous Expense	30.87	
Total Disbursements		3,912.86
Cash Balance, March 25, 1921		$268.40

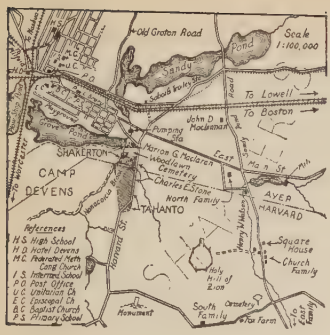
Geo. Whitehead
Trustees' Accountant

TAHANTO

THE first application of the Single Tax in Massachusetts was made on June 9, 1909, when two lots of land in Harvard were leased by the owner to Ellen Mongovin for the economic rent. Harvard is a country town of picturesque hills and valleys, adjoining the railroad centre of Ayer, and embracing within its limits the greater part of Camp Devens. It is about 32 miles west of Boston, with which a state road connects it, and about 25 miles northeast of Worcester. To the two lots originally leased others were added, until, in less than three years (April 15, 1912), 166 acres were under Single Tax, occupied by eight tenants who paid a total rent of $575. At that time the title to the land passed to Lewis Jerome Johnson, William L. Price, and Fiske Warren, as Trustees of the enclave of Tahanto.

The acreage of the enclave has expanded until at the present time (1922) 638 acres are included. About four-fifths of the lessees use Tahanto only for residence, usually in the summer, while the others make their living on the premises. Six of the houses are supplied with electricity and water by an electric light plant and water-works, all privately owned.

Tahanto lies on the shore of a lake covering 500 acres, and has an altitude varying from 320 to 600 feet; an isolated section adjoins Shakerton. The higher elevations afford wide and attractive views. The lake furnishes opportunity for boating and canoeing, fishing, bathing, and, in the winter, for skating. An island with an area of one and a half acres, on which are six cottages, belongs to the enclave. In 1918 over 200 acres of the enclave became part of a state reservation under authorization of the Massachusetts Commissioners on Fisheries and Game. The products of Tahanto are boxes, lumber, and notably apples, Harvard having the reputation of being one of the two or three best apple towns in the state.



Maps showing Location of Enclaves of
Tahanto and Shakerton

As the deed of trust provides that the community cannot be organized until ten lessees have signed the constitution, organization was not effected until September 22, 1917, entire responsibility having previously resided in the Trustees.

A unique feature of Tahanto is its rent-charges, a policy adopted to facilitate the purchase of additional land. A rent-charge is an obligation resting on the total rent of the enclave, bearing interest at about 7.1 per cent, and running for 99 years. The security afforded the purchaser is essentially that of the owner of an ordinary mortgage. When an individual holds rent-charges yielding annually $100 or more, deci-annual payments are made, that is, the payments come ten times a year at certain specified dates. If the income is less than $100, payments are made on one or more of these dates. A peculiarity of a rent-charge is that the income therefrom, while never less than $10, may be added to, owing to a provision by which the fixed payments shall be increased by such amount as shall represent the decrease of the average purchasing power of money in a given year, the fact and amount of such decrease being in the determination of the Trustees. Under this provision the last distribution of additional payments increased the fixed payments on rent-charges of the year 1918 by 4 per cent; of the year 1916 by 62 per cent; of the year 1915 by 95 per cent; and of the years 1914 and 1913 by 103 per cent.

These securities have been running since 1912, and have not missed a single payment. An additional advantage of rent-charges is that under the law of Massachusetts they are exempt from the exactions of the state income tax, as they represent rent from land. This system of rent-charges explains the rapid growth of the area of the enclave. During the fiscal year ending March 31, 1921, rent-charges requiring annual payments of $860 have been sold by the Trustees at $140.73, yielding 7.098 per cent;

one for $10 was sold in the open market at $139.60, yielding 7.156 per cent; and two for $10 each were sold at $140.64 and $140.40, yielding 7.103 and 7.115, respectively, the average price of the last two being $140.52.

The rent-charges outstanding March 31, 1921, amounted to $1780, the present worth of which, reckoned at 6 per cent, was $29,594. The capitalized rent for the year in question was $88,133. Applying the rule stated in the Declaration of Trust, Article Third, (1), (i), (page 98), the borrowing power was $83,336. Including rent-charges in the same category with loans, the total obligations of the Trustees on the above date, reckoned at 6 per cent, had a present worth of $45,419, which is 55 per cent of $83,336.

All state, county, and local taxes which are included in the town tax-bills are refunded to the members of the community. Beginning in 1917 and each year thereafter there has also been made a refund of part of the income taxes, both state and national. Tahanto resembles Fairhope, therefore, in providing for the taxes of lessees by way of a refund, while Arden makes direct payment. There are nine cases in which the taxes refunded exceed the rent.

By vote of the community, land under forests may be exempt from rent payment until the wood is cut, a provision which makes forestry practicable for the man of ordinary means. The Rochdale Society of Tahanto was organized November 17, 1915, which, although its volume of business has been limited, has yet shown a constant profit. In 1919 it declared a dividend of 4 per cent on purchases, and in 1920 one of 5 per cent. Its capital on March 31, 1921, was $457. The Constitution, By-laws, etc., of the Society are practically the same as those of the Rochdale Society of Halidon. (See pages 151–157.) There never has been a case of infant mortality in Tahanto.

The growth of Tahanto is shown by the following table:

THE GROWTH OF TAHANTO

Year[1]	*Acres*	*Hectares*	*Gross Rent* *Actual*	*Basis of 1913*[2]
1909	1	0.4	$10	$11
1910	5	2	66	69
1911	15	6	152	152
1912	15	6	180	191
1913	166	67	633	627
1914	490	198	753	753
1915	514	208	1737	1737
1916	514	208	2553	2528
1917	515	208	3731	3009
1918	517	208	2664	1514
1919	517	208	4776	2437
1920	546	221	4819	2273
1921	609	246	6110	2514

The total economic rent assessed by Tahanto for the year ending March 31, 1921, is 16.7 per cent of the assessed value of all land in Tahanto.

The Trustees are R. F. Alfred Hoernlé, M. Phillips Mason, and Fiske Warren; the Clerk is Jessie G. MacKenzie; the Treasurer is Daniel Horace Cameron; the Councilors are Roland B. Dixon, chairman, Alexander D. MacLennan, and Wilfred Parkinson.

The following-named persons are identified with Tahanto: Wallace W. Atwood, Ph.D., President of Clark University; Roland B. Dixon, Ph.D., Professor of Anthropology, Harvard University; M. Phillips Mason, Ph.D., Professor of Philosophy in Bowdoin College; R. F. Alfred Hoernlé, S.B., head of the Department of Philosophy in Armstrong College, Newcastle-on-Tyne,

[1] Fiscal year ends March 31.
[2] See Appendix.

England; Samuel Kirkland Lothrop, Ph.D. (Harvard), Anthropologist; Philip E. Coyle, lawyer; G. O. Warren, author of two volumes of poems, *Trackless Regions*, and *The Sword.*

On April 21, 1921, an association called Sheep Island Associates was legally organized, the membership being limited to holders of leases from the Trustees of Tahanto of land on Sheep Island, or to owners of improvements thereon. The object of this association is to control for community purposes the land on Sheep Island not already leased to individuals; and a lease of such land was granted to Sheep Island Associates by the Trustees of Tahanto, June 21, 1921.

The drawing of the legal documents for Tahanto, Halidon, Sant Jordi, and Shakerton was done by William H. Dunbar, Esq., of Dunbar, Nutter & McClennen, Boston, to whom acknowledgment is also due for other invaluable services.

DECLARATION OF TRUST

WHEREAS, by Declaration of Trust dated April 15, A.D. 1912, and recorded with Worcester District, Massachusetts, Deeds, Book 1992, Page 245, Lewis Jerome Johnson of Cambridge, Massachusetts, William L. Price of Moylan, Pennsylvania, and Fiske Warren of Harvard, Massachusetts, declared certain trusts as to land referred to; and

WHEREAS, said Declaration of Trust by article seventh thereof reserved to the trustees powers by instrument in writing executed by them and approved in writing by a majority of the members of the Community of Tahanto in said Declaration of Trust referred to, to amend said Declaration of Trust, and

WHEREAS the said Johnson resigned as trustee by instrument in writing dated March 10, 1914, recorded in said Worcester Registry of Deeds, Book 2052, Page 546, and Mortimer Phillips Mason of said Harvard, was appointed in his place by instrument in writing dated April 17, 1915, recorded in said Worcester Registry of Deeds, Book 2077, Page 268; and

WHEREAS the said Price died October 14, 1916, and R. F. Alfred Hoernle of Oxford, England, by instrument in writing dated June 12, 1917, recorded with said Worcester Registry of Deeds, Book 2134, Page 97, was appointed in his place;

NOW THEREFORE, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason, and Fiske Warren, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

DECLARATION OF TRUST

Recorded with Worcester District Registry of Deeds
Book 1992, Page 245

WHEREAS certain real estate in the town of Harvard, Massachusetts, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Lewis Jerome Johnson, of Cambridge, Massachusetts, William L. Price, of Moylan, Pennsylvania, and Fiske Warren, of Harvard, Massachusetts, as joint tenants and not as tenants in common; and

WHEREAS, said Johnson, Price, and Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth;

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder, that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

Name of Trust

FIRST: The Trustees under this instrument shall be known as the Trustees of Tahanto.

SECOND: The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community; the Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by said community, or, if there is at the time no organized community, by the Trustees. Such leases shall:

Use of Property

Leases

(1) provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental; the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rental, or, if they deem the rent too high, may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

Rental

Arbitration as to Amount

(2) provide that all improvements made upon the leased land shall be the property of the Lessee, and may be removed from the land by the Lessee or by any purchaser thereof from the Lessee at any time before the termination of the lease, if the rest is not then in arrears, and if sold to a new tenant of the same land before right of removal terminates may be held by the latter with the same right of removal as if made by him;

Improvements

(3) provide that the Trustees will from the income received from all land from time to time held by them to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

Taxes

(4) provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees;

Proceedings for Abatement of Taxes

(5) provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking if the Lessee has suffered any damage thereby; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

Taking for Public Use

(6) provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

Termination

(7) provide that every leaseholder by acceptance of a lease becomes a member of the community if there is an organized community and accepts its constitution and ordinances.

Adherence to Community

The leases shall be substantially in the form hereto annexed, except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other

than those enumerated above. The Trustees, with the approval of the community, may with consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

Use of Income

(1) They shall apply the income received by them from all the land from time to time held by them in trust to the following purposes, in the following order, payments in each class to be made in full or ratably if they cannot be made in full:

Taxes

(A) They shall pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it.

(B) They shall pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

Payment to Fiske Warren

(C) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum not less than eighty-three and 82-100 (83.82) dollars until the total sum of eight thousand and three hundred and seventy-six and 42-100 (8376.42) dollars shall, together with interest on the unpaid balance each year at the rate of three and one third ($3\frac{1}{3}$) per cent per annum, have been so paid, and shall pay in like manner to said Fiske Warren as to land acquired from him after April 15, 1912, and to any other person from whom land may hereafter be acquired such sum by installments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment first above provided to said Fiske Warren puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren, his legal representatives or assigns, to determine whether or not there is such a disadvantage, and if so whether such payment shall be discontinued or be reduced, and if reduced by what amount.

(D) They shall pay such other sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rental.

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the trust as may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(F) They may reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(G) They shall pay all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements.

(H) They shall pay all poll taxes assessed for that year upon members of the community.

(I) They shall distribute at such time in such year as they think fit such amount, if any, as they think fit, but not exceeding a sum bearing the same proportion to the tax assessed by law the preceding year on the real estate held in trust, exclusive of all buildings thereon, that the aggregate tax in Massachusetts for the preceding year on personal property and on income bears to the aggregate tax in Massachusetts for the preceding year on real estate, exclusive of all buildings thereon, equally per capita except as hereinafter provided, among all persons who in the preceding year were Lessees or members of the community and paid a tax under the laws of Massachusetts as residing on the trust estate upon personal property other than tangible property of the kind above specified, or on income, provided as to each person that such payment shall be made only on written demand made therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita, except that no person shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year on such personal property and income; any such excess of an equal share shall be divided equally among the other shares subject to the same limitation. The Trustees shall also distribute such amount, if any, as they think fit, not exceeding a sum bearing the same proportion to the tax assessed by law the preced-

ing year on the real estate of the trust, exclusive of all buildings thereon, that the aggregate United States income tax collected in Massachusetts in such preceding year bears to the aggregate tax in Massachusetts for such preceding year on real estate, exclusive of all buildings thereon; such last named distribution shall be only to persons who in such preceding year were Lessees or members of the community or paid an income tax to the United States as residing on the trust estate; such distribution shall be made only on like written notice and in the same manner above provided, except that no person shall receive a sum in excess of the income tax or such part thereof as the Trustees may fix so paid by such person in such preceding year.

Public Purposes

(2) After making the foregoing payments the Trustees shall pay over any surplus remaining to the community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the town of Harvard.

Powers as to Acquiring Additional Land

(3) The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security, or subject to the provisions as to application of income above set forth to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to cre-

ate any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees with the approval of the community shall have power to suspend for such time as they think fit and the community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

(4) The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years of the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which

shall provide for securing other indebtedness that may be subsequently contracted or other evidence of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(c) to extend any mortgage now or hereafter in force covering any of the trust property;

(d) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(e) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

(5) No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

Fourth: The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and of such other persons not less than fifteen (15) years of age residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

The Community

Fifth: Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Worcester County, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause ex-

Resignations

ists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

Vacancy

New Trustees

SIXTH: Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter, in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

Action by Trustees

Delegation of Powers

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the Community of Tahanto, but no such amendment shall impair any of the rights of a Lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the trust property free from the trust that is herein provided for.

Amendments and Termination

EIGHTH: Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: said Lewis Jerome Johnson, said William L. Price, and said Fiske Warren; Jerome Allen Johnson and Chandler Willard Johnson, the last two being children of said

Duration of Trust

Lewis Jerome Johnson; Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price, and Catherine Price, the last four being children of said William R. Price, and Rachel Warren, Marjorie Warren, and Hamilton Warren, being children of said Fiske Warren.

NINTH: Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or, upon failure to agree, or, if for any reason there is no longer any community, then to the town of Harvard. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the Grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person for land acquired, have not terminated, the Grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

Final Disposition of Property

TENTH: Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

Arbitration

ELEVENTH: A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Worcester Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

Authentication of Facts

TWELFTH: Whenever the approval of the community is required for any act, such approval may be given by majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

Approval of Community

THIRTEENTH: Said premises conveyed to the Trustees by deed of even date herewith are in part subject to leases heretofore given thereon, none for a term continuing beyond December 31, 1915. The Trustees during the continuance of said several leases and at the end thereof will perform all obligations by the Lessor therein to be performed and observe all rights of the Lessees in respect to the leased premises and anything standing or growing thereon. Subject to the provisions of said leases, the Trustees will apply the rental therefrom in accordance with this declaration of trust which shall be applicable to said leased premises during the continuance of said leases respectively, so far as is consistent with the provisions of the several leases.

IN WITNESS WHEREOF, we, the said Lewis Jerome Johnson, William L. Price and Fiske Warren, have hereunto set our hands and seals this fifteenth day of April, A.D. 1912.

Lewis Jerome Johnson
William L. Price
Fiske Warren

Assent of Members

And we the undersigned members of said Community of Tahanto, hereby assent to the foregoing amendment to said Declaration of Trust and hereunto set our hands and seals.

Marjorie Warren	(s)	Fiske Warren	(s)
Matthew H. Gately	(s)	Gertrud N. Mason	(s)
Nellie F. Mongovin	(s)	M. Phillips Mason	(s)
Ellen Mongovin	(s)	Caroline I. Martens	(s)
Frederick St. John	(s)	Roland B. Dixon	(s)
Olive St. John	(s)	Margaret C. Osgood	(s)
Frederick L. St. John, Jr.	(s)	D. H. Cameron	(s)
Perley St. John	(s)	Mildred C. Cameron	(s)
Helen C. Wilson	(s)	J. W. Desmond	(s)
F. Lowell Kennedy	(s)	Abbie Desmond	(s)
Gretchen Osgood Warren	(s)	K. M. MacLennan	(s)

And we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, hereby certify that the above persons, viz: Mar-

jorie Warren, Matthew H. Gately, Nellie F. Mongovin, Ellen Mongovin, Frederick St. John, Olive St. John, Frederick L. St. John, Jr., Perley A. St. John, Helen C. Wilson, F. Lowell Kennedy, Gretchen Osgood Warren, Fiske Warren, Gertrud N. Mason, M. Phillips Mason, Caroline I. Martens, Roland B. Dixon, Margaret C. Osgood, D. H. Cameron, Mildred C. Cameron, J. W. Desmond, Abbie Desmond, K. M. MacLennan — who have assented to the foregoing amendment constitute a majority of the members of the Community of Tahanto at the present time.

IN WITNESS WHEREOF, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, have hereunto set our hands and seals this eighth day of November, A.D. 1917.

R. F. Alfred Hoernlé
Mortimer Phillips Mason
Fiske Warren
as trustees as aforesaid

Commonwealth of Massachusetts.
Worcester ss. *November 8, 1917*

Then personally appeared the above-named Mortimer Phillips Mason, Trustee, and acknowledged the foregoing instrument to be his free act and deed as Trustee,

Before me,

Arthur H. Turner, *Justice of the Peace*

LEASE

THE Trustees of Tahanto, under deed of trust dated April fifteenth, A.D. 1912, and recorded with Worcester County, Massachusetts, Deeds, Book 1992, Page 245, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto of , hereinafter called the Lessee, which expression shall include the heirs, executors, administrators and assigns of the Lessee, wherever the context permits, the following described parcel of land in Tahanto in the town of Harvard, in said Worcester County, *to wit:*

TO HAVE AND TO HOLD for the term of years, beginning A.D. 19 , upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Tahanto and accepts and covenants to be bound by

the constitution and ordinances of said Community, and by all the provisions of said deed of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year, beginning April first next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Tahanto subject to revision by arbitration as provided in said deed of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Tahanto in accordance with its constitution.

3. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point of eighteen (18) inches above the ground, without the written consent of the Trustees except that trees which were not growing on the demised premises April 15, 1912, may be cut and removed by the Lessee.

The Lessors covenant with the Lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held under said deed of trust, including improvements on such real estate, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

(B) To such purposes and in such manner as the deed of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee and may be removed by the Lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the Lessee to any person with a like right of removal, and if so sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purçhaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

C. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Trustees, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee have hereunto set their hands and common seal, which each of them hereby adopts, this —— day of ——, A.D. 19—.

Commonwealth of Massachusetts.

ss. 19—.

Then personally appeared the above-named and acknowledged the foregoing instrument to be his free act and deed, in his said capacity,

Before me,

Worcester ss.

19 , at h. m., M. Received and entered with Worcester District Deeds, Book , Page .

Attest:

Register

CONSTITUTION

Preamble.

We, residents or leaseholders of Tahanto, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

ARTICLE 1.

This community shall be known as Tahanto, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Tahanto in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

ARTICLE 2.

Every natural person who is a leaseholder or resident of Tahanto not less than fifteen (15) years of age without discrimination on account of sex, and the wife of any leaseholder shall be a member of the community and entitled to a voice and vote at all village meetings, except any person legally entitled to be registered as a voter in the town of Harvard who is not so registered.

A regular meeting shall be held on the last Saturday of every month, at 7.30 p.m. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

ARTICLE 3.

A Council, consisting of three Representers, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representers separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representers and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

VILLAGE CLERK

ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and

shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representers, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

ENCLAVE OF TAHANTO

Harvard, Massachusetts

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1922
PAYABLE ON OR BEFORE APRIL 1, 1921

Lessee	*Acres*	*Rate per Acre*	*Total*
Wallace W. Atwood, *assignee*	5.83	$15.86	$92.46
William A. Briggs	.08	63.13	5.05
D. Horace Cameron	83.39	1.47	122.44
Charles F. Chisholm	144.22	2.10	302.86
Charles A. E. Clark	.05	101.00	5.05
Abby Desmond	1.00	37.87	37.87
Walter A. Dickson	.08	63.13	5.05
Roland B. Dixon	13.18	38.63	509.13
Francis Flynn	.25	21.02	5.26
Arthur H. Jewett (estate)	1.00	44.30	44.30
Alexander C. Lockhart	.06	84.17	5.05
Alexander Lozier	.37	14.05	5.20
Caroline I. Martens	1.61	7.01	11.29
M. Phillips Mason	12.19	27.54	335.71
Ellen Mongovin	.82	25.52	20.93

TAHANTO

Lessee	*Acres*	*Rate per Acre*	*Total*
Margaret C. Osgood	2.15	$43.92	$94.43
William C. Rugg	.06	84.17	5.05
Frederick St. John	43.60	2.60	113.36
Leonard J. Smith	.12	42.08	5.05
Fiske Warren			
Barnard	17.69	7.17	126.84
Davis	1.10	15.86	17.45
Dickson	18.87	20.74	391.36
Eildonshiel	9.25	23.41	216.54
Forbes	3.83	15.86	60.74
Mongovin and Bowers	114.27	5.89	673.05
Repair Shop	1.91	26.45	50.52
Savage and Whitcomb	23.35	23.81	555.96
Sheep Island	.93	37.90	35.25
Tahanto Farm	103.92	26.01	2,703.09
Harriet T. G. Whitney	.19	29.36	5.58
Helen C. Wilson	2.60	13.89	36.11
	607.97	$10.85	$6,598.03
Land unlet	3.35		
	611.32		

SHEEP ISLAND

Briggs	.08	$63.13	$5.05[1]
Clark	.05	101.00	5.05
Dickson	.08	63.13	5.05
Lockhart	.06	84.17	5.05
Rugg	.06	84.17	5.05[1]
Smith	.12	42.08	5.05[1]
Warren	.93	37.90	35.25
	1.38[2]	$47.50	$65.55

COUNCIL OF TAHANTO

Roland B. Dixon, *Chairman*
Wallace W. Atwood
Alexander D. MacLennan

February 14, 1921

[1] Minimum $5, plus 1%.
[2] Corrected acreage.

MEMBERS OF TAHANTO

Wallace W. Atwood
Harriet Towle Bradley Atwood
Roland Atwood
William A. Briggs
D. Horace Cameron
Mildred Cameron
Charles F. Chisholm
Jenny F. Chisholm
Charles A. E. Clark
Abby Desmond
Walter A. Dickson
Marion A. Dickson
Roland B. Dixon
M. Hubert Gately
Alexander C. Lockhart
Alexander Lozier
Dora Lottie Lozier
Caroline I. Martens
M. Phillips Mason
Görtrud N. Mason
Ellen Mongovin, Sr.
Ellen Mongovin, Jr.
Margaret C. Osgood
Wilfred Parkinson
William C. Rugg
Frederick St. John
Frederick St. John, Sr.
Perley St. John
Olive St. John
William St. John
Leonard J. Smith
Fiske Warren
Gretchen O. Warren
Marjorie Warren
Hamilton Warren
Helen C. Wilson
Harriet T. G. Whitney

COPY OF RENT-CHARGE

KNOW ALL MEN BY THESE PRESENTS that we, R. F. Alfred Hoernlé, of Oxford, England, and Mortimer Phillips Mason, of Harvard, in the County of Worcester and Commonwealth of Massachusetts, and Fiske Warren, of said Harvard, Trustees under a declaration of trust dated April 15th, A.D. 1912, and recorded in Worcester District Registry of Deeds, book 1992, page 245, in consideration of one (1) dollar and other valuable considerations to us paid by Robert Erskine Childers, of London, England, hereby grant unto the said Robert Erskine Childers a yearly rent-charge of ten (10) dollars and the additional amount, if any, hereinafter provided for, to be issuing out of and chargeable upon all and singular the following land, to wit: all real estate situated in said Commonwealth the record title to which is now vested in said trustees, and all real estate in said Commonwealth that may hereafter be acquired by said trustees.

TO HAVE AND TO HOLD and receive the same unto the said Robert Erskine Childers and his heirs and assigns for the term of one hun-

dred (100) years from April 20, 1918, such rent-charge to be payable by equal annual payments of ten (10) dollars each on the twentieth day of April in each year, the first payment to be due and payable on April 20, 1919, and as a part of said rent-charge a further sum payable for each calendar year on or before the thirty-first day of December of the calendar year following, equal to such sum as will increase the fixed sum paid in the preceding calendar year in proportion to the decrease in that year of the average purchasing power of money, as compared with the average purchasing power of money in the year 1918, provided the trustees determine that there has been such a decrease ; the first such additional payment shall be due and payable on or before the thirty-first day of December, A.D. 1920, and the last payment on or before the thirty-first day of December in the calendar year following the end of the term of this rent-charge. Such determination of the trustees, as well as their determination of the amount, if any, so payable shall be final and conclusive.

And said trustees, for themselves and their successors in trust and assigns, hereby covenant with said Robert Erskine Childers, his heirs, executors, administrators and assigns, to pay to him or them the said rent-charge at the times and in the manner aforesaid, including said additional sum as aforesaid. It is understood and agreed that parts of the land herein charged have been leased by the trustees to tenants and that the trustees may from time to time give other leases of parts of said land to tenants pursuant to the terms of said declaration of trust, and that every lease now in force and every lease that may be given of any part of said land hereafter and before there is any default in payment of this rent-charge continued for sixty (60) days after demand in writing shall remain in full force and effect notwithstanding this rent-charge, the rights of the holder of this rent-charge being limited as to land so leased to perception of the rents reserved in such leases.

It is also expressly understood and agreed that the trustees have granted and may grant other rent-charges to be charged upon the land hereby charged or a part or parts of it at any time when no default exists in payment of this rent-charge, and that any and every rent-charge hereafter so granted shall be entitled equally and pro rata with this rent-charge and without priority of one over the other.

In case of default in the payment of any instalment of this rent-charge continued for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the land charged and, subject to the rights of persons holding other rent-

charges charged upon said land or a part thereof as above set forth and to the rights of tenants of said land or any part thereof, to take and receive the rents and profits thereof until all default in payment of this rent-charge is made good.

This instrument is made by said Trustees as Trustees, and not individually and upon the express condition that neither said Trustees nor any successors in trust shall be held individually liable for the payment of said rent-charge including any extra payment therein provided for, but that the holder or holders of said charge will look only to the trust property for satisfaction of any liability of said Trustees hereunder.

IN WITNESS WHEREOF, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, as Trustees as aforesaid, have hereunto set their hands and common seal, which each of them hereby adopts, this twentieth day of April, A.D. 1918.

R. F. Alfred Hoernlé
Mortimer Phillips Mason {S.}
Fiske Warren

Commonwealth of Massachusetts.
Worcester ss. *Harvard, August 19th, 1918*

Then personally appeared the above-named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Percy A. Atherton, *Justice of the Peace*

My commission expires September 14, 1924.

Recorded with Worcester District Deeds, Book 2162, Page 309.

HOLDERS OF RENT-CHARGES

OF the eighteen holders of rent-charges, past and present, we feel entitled to print the following names:

Joseph Alemany y Borrás
Joseph Alemany y Bori
Mary Alden Childers
Robert Erskine Childers
Isabel H. Cohen
Richard A. Fisher
Matthew H. Gately
Max Gysi
Edna B. Kerr
Alexander D. MacLennan
Caroline I. Martens
M. Phillips Mason
Lucy A. Morse
Ellen B. Popoff
Fiske Warren

FORM OF CONVEYANCE OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that I, John Doe, of Harvard, in the County of Worcester and Commonwealth of Massachusetts, in consideration of one (1) dollar and other valuable considerations to me paid by Richard Roe of said Harvard, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, and forever QUITCLAIM unto the said Richard Roe all of the improvements now on the premises, including the dwelling house, barns and other buildings, fences, and all other artificial erections and structures on, in or under the land, and trees and shrubs, which improvements shall remain real estate in the hands of the grantee, on a certain parcel of land situated in said Harvard, being the premises leased to him by lease of even date herewith by the Trustees of Tahanto, Trustees under a Declaration of Trust dated April 15th, 1912, recorded in Worcester District Registry of Deeds, Book 1992, Page 245.

TO HAVE AND TO HOLD the granted real estate with all the privileges and appurtenances thereto belonging to the said Richard Roe and his heirs and assigns to their own use and behoof forever. And I do hereby for myself, my heirs and assigns, covenant with the said grantee, his heirs and assigns, that the granted real estate is free from all encumbrances made by me, and that I will, and my heirs and assigns shall, WARRANT and DEFEND the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none other.

I, Mary Doe, wife of John Doe, release to said Richard Roe all rights of DOWER and HOMESTEAD and other interests in the granted premises.

IN WITNESS WHEREOF, we, the said John Doe and Mary Doe, hereunto set our hands and seals this first day of January, A.D. 1922.

John Doe {S.}
Mary Doe {S.}

Commonwealth of Massachusetts.
Worcester ss. *January 1, 1922*

Then personally appeared the above-named John Doe and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Henry Hoe, *Notary Public* {S.}

My commission expires October 1, 1925.

FINANCIAL STATEMENT

OF TRUSTEES OF TAHANTO FOR YEAR ENDING MARCH 31, 1921

Receipts

Balance, March 31, 1920		$1,816.95
Rents		6,109.99
Interest		32.24
		$7,959.18

Expenses

Interest and amortization on debts for land purchase	$2,704.69	
Additional payments on debts for land purchase	756.38	
Taxes	1,076.45	
Taxes refunded	2,465.23	
Council of Tahanto	352.42	
Recording leases	6.24	7,361.41
Balance, March 31, 1921		$597.77

FREE ACRES

"FREE ACRES" in the Bernardsville hills of New Jersey has at present about fifty houses. It is incorporated under the Co-operative Act of New Jersey, which prohibits selling for profit. The land is held by the Association and is leased to the residents on perpetual leasehold. None is sold, for the Association has no commercial side.

There are winter as well as summer residents, some substantial houses and attractive homes, besides bungalows and camps. The roads are well made and the water supply is pumped to the residences from an artesian well. There is an open air theatre, a swimming pool, and a tennis court, and space has been reserved for a baseball field. It was founded in 1909,[1] and has been running successfully for over ten years.

The social life has developed a Folks' Guild, a Dramatic Guild, a Garden Guild, and an Arts and Crafts Guild, and on Sunday afternoons meetings are held for the discussion of current topics.

The business of the Association is administered by its lessees, and monthly meetings are held for this purpose. The officers are three Trustees, a Treasurer, and a Town Clerk. The Town meeting elects the Chairmen of standing committees on Roads, Health, Water Supply, Forestry, and Fire Protection.

Houses in Free Acres are architectural experiments which express a spirit of adventure in homemaking. Free Acres was an experiment and an adventure in itself. It lies in a valley four hundred feet above the sea, not thirty miles from New York, but in rural remoteness it might be a hundred miles away. And in other ways, it is even more remote from the surrounding communities. If you want to build a home in Free Acres, you can put all your money in the house—you need none for the land. In fact,

[1] The date of the Certificate of Incorporation is June 27, 1910.

you are not allowed to indulge in buying, selling, or speculating in land within the village limits. You rent in perpetuity and cannot be disturbed in your possession except for chronic non-payment of rent. You are your own landlord, as it were, and from your land rental, your Treasurer, selected by all the residents, pays the State and County taxes demanded by unenlightened Government, and pays also for your public improvements, such as roads, water supply, and the like. This is the principle of the single tax, but the settlement is not confined to single taxers.

At present, rentals run up to twenty dollars an acre per year at the highest. As the village grows, the land rentals will increase, of course, but the benefits come back to the leaseholder in increased public improvements. So you can take your hundred dollars, or your two thousand, or whatever you want to put into a home, and every dollar of it can be spent in the building. Future costs are for upkeep only, as no taxes are levied by the Association on improvements of any kind.

Most of the buildings appeared first as little ones, and week-end camps, and then grew, and grew up comfortable livable homes. They have set an unique style of their own. But all are most picturesque.

The village is situated between Summit and Plainfield, and the railway station is Berkeley Heights, on the D. L. & W. R. R. For fares, see time table. Time from Hoboken is about one hour. There are eleven trains each way daily.

The distance from the railroad station is nearly two miles. Wagon or jitney can be had.

. . . . . .

Some of the Free Acres houses remain in the week-end stage. There is, for instance, the seventy-five dollar "all complete" wooden tent of a well-known New York author and lawyer, and

"reformer," who is one of the fathers of the Association. He has had it concreted at a cost of thirty dollars, and here he spends frequent holidays and week-ends, winter and summer. The "tent" is big enough to contain a cot, a washstand, a table, a small stove, innumerable shelves, racks, and hooks. It has a Dutch door and two windows with wooden shutters that open up and out, affording protection from rain or sun. The concreting has added greatly to its strength and warmth.

In contrast to this is the most carefully planned and highest priced house in the village, the cost of which approximates twenty-five hundred dollars. It is a comfortable all-year-round home, beautifully situated on a little ridge amid tall trees. A big cobblestone fireplace almost fills one end of the living-room. A cozy bedroom and bath open from this main room to one side, and to the other is the modern kitchen, so arranged that the mistress can reach everything while standing in front of the stove.

Yet you could get lost in the woods within five minutes' walk of the house and walk for miles before you would come to another house.

"Free Acres" affords to writers and artists who desire a retreat for uninterrupted work, a rural home at a minimum cost. A nice frame house 16×16 which will comfortably accommodate three persons can be built for $400, a bungalow for one person for about $80.

There is no speculation in the plan, neither is there any philanthropy. The land is held by the Association and is leased in perpetuity to the residents subject to a land rent which is fixed annually by the leaseholders and which is all expended for the taxes on land and buildings, water supply and other public improvements. It is co-operation in land-holding.

G. I. Colbron in *Touchstone Magazine.*

In addition to the above statement it may be said that the land belonging to the Free Acres Association (about 67 acres) was a gift from Bolton Hall, with the exception of about five acres, which were acquired by purchase. The old farmhouse on this five acre tract has been renovated, and is used as a club house and a place for dances and recreative and public meetings. There is a monthly community meeting, at which matters concerning the public welfare, like finances, health, good roads, etc., are discussed, and the reports of the various committees on these subjects are made. There are 51 leaseholders, and the number of voters is about 100. The present officers are Bolton Hall, J. T. Wherett, and Kathleen Hore, Trustees; Amy Mali Hicks, Town Clerk; O. G. Fischer, Treasurer. The chairmen of the standing committees on Roads, Health, Fire, Forestry, and Water Supply are respectively J. G. Wherett, B. Liber, George Conklin, Emma Fischer, and G. E. Hicks. Bolton Hall is Assessor.

The business of the community is carried on by the officers, who are members of the Association, but on petition of 10 per cent of the other members any act of any officer, or any measure proposed, may be submitted to a vote of all the members. After the adjustment of the rentals by the Assessor, every leaseholder is given a list of the same, and within thirty days complaints may be made by any dissatisfied leaseholder. If any complaint remains unadjusted, the valuation of the land is subject to a referendum of the members.

The purchase of the above-named small tract of about five acres was provided for by the issue of $2500 6 per cent bonds ($100 each). These "Farm Inn" bonds are payable only out of the rentals, and at the rate of $200 per annum at least. The bonds thus redeemed are determined by lot-drawing.

The growth of Free Acres appears in the following table:

THE GROWTH OF FREE ACRES

Year	*Acres*	*Hectares*	*Gross Rent* *Actual*	*Basis of 1913*[1]
1910	58	23		
1911	58	23	$142	$142
1912	58	23	135	144
1913	58	23	107	106
1914	58	23	154	154
1915	58	23	166	166
1916	62	25	370	304
1917	62	27	423	341
1918	67	27	744	422
1919	67	27	560	286
1920	67	27	577	272
1921	67	27	528	217

[1] See Appendix.

CERTIFICATE OF INCORPORATION
OF THE FREE ACRES ASSOCIATION

THIS IS TO CERTIFY that the undersigned, Robert G. Rogers, of Berkeley Heights, New Jersey; Frank C. Shaffer, of Berkeley Heights, New Jersey; Amy M. Hicks, of Berkeley Heights, New Jersey; Bolton Hall, of New York City, New York; and Ella M. Murray, of Berkeley Heights, New Jersey, do hereby associate themselves into a corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST: The name of this corporation is FREE ACRES ASSOCIATION.

SECOND: The purposes for which this corporation is formed are to establish and conduct a community for the purpose of study and demonstration of problems of municipal government and taxation, in which all members of the Association shall be free from all forms of private monopoly of natural resources, and which shall secure to all members equality of opportunity, and a full reward of individual efforts to each.

THIRD: The location of the principal office of this corporation is at Free Acres. Post-office address is Berkeley Heights, New Jersey.

The name of the agent therein and in charge thereof, and upon whom process may be served is Frank C. Shaffer, Alabama Cottage, Berkeley Heights, New Jersey.

FOURTH: The number of Trustees of this corporation is three.

FIFTH: The names of the Trustees selected for the first year of the existence of this corporation are:

Frank C. Shaffer, Berkeley Heights, New Jersey
Amy M. Hicks, Berkeley Heights, New Jersey
Bolton Hall, New York City, New York

The Trustees shall have the general management of the affairs of the corporation, but the Trustees shall have no power to convey the fee of any real property which may hereafter be owned by the corporation, except upon a vote of three-fourths of all the members thereof

at a meeting to be called by the Trustees, upon at least ten days' notice, for the purpose of voting upon a proposed sale of such property.

In witness whereof, we have hereunto set our hands and seals this 27th day of June, nineteen hundred and ten.

Signed, sealed and delivered in the presence of:

Robert G. Rogers
Frank C. Shaffer
Amy M. Hicks
Bolton Hall
E. M. Murray

State of New Jersey, County of Union, ss.

Be it remembered that on this 27th day of June, nineteen hundred and ten, before me, a Commissioner of Deeds for the State of New Jersey,

Personally appeared Robert G. Rogers, Frank C. Shaffer, Amy M. Hicks, Bolton Hall and Ella M. Murray, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

William Jeffrey, *Commissioner of Deeds,*
Union County, New Jersey

CONVEYANCE AND COVENANT

This Indenture, made the twenty-third day of July in the year nineteen hundred and ten

Between Bolton Hall and Susie Scott Hall, his wife, both of the City, County and State of New York, parties of the first part,

and

The Free Acres Association

a corporation organized under the laws of the State of New Jersey,

party of the second part.

Witnesseth, That the said parties of the first part, in consideration of eight thousand dollars ($8000) in value received from the party of the second part, do hereby grant and release unto the said party of the second part, for ever,

All that tract of land formerly known as the Murphy Farm, lying in the Township of New Providence, Counties of Union and Somerset and State of New Jersey, described as follows: — Beginning at a point in the Southerly side of the road leading from Plainfield to

Berkeley Heights and corner of property belonging to W. H. Rogers. Thence running along land of said Rogers in a magnetic course of South two degrees and thirteen minutes West (S 2°–13′ W) a distance of nine hundred and eighty-five and seventy-five one-hundredths (985.75) feet to a point and corner of property belonging to Moldenke. Thence running along land of said Moldenke North eighty-one degrees and fifty-three minutes East (N 81° 53′ E) a distance of twenty hundred and thirty-five and eighty-nine one-hundredths (2035.89) feet to a point and corner of property belonging to Burgmuller. Thence running along land of said Burgmuller North three degrees East (N. 3° E) a distance of sixteen hundred and thirty-one and forty-nine one-hundredths (1631.49) feet to a hickory tree for a corner. Thence running South eighty-nine degrees and thirty-one minutes West (S. 89° 31′ W) a distance of one hundred and ninety-nine and nine one-hundredths (199.09) feet to a hickory stump for a corner, in or near the Southerly line of the road leading from Plainfield to Berkeley Heights aforesaid. Thence running along the Southerly line of said road South sixty-three degrees and thirty-six minutes West (S 63°–36′ W) a distance of twenty hundred and eighty-one and sixty-four one-hundredths (2081.64) feet to the place of beginning. Containing sixty-two and six twenty-five one-thousandths ($62\text{–}\frac{625}{1000}$) acres.

Excepting however from this conveyance all that tract of land beginning at a hickory tree being a corner of property belonging to one Burgmuller. Thence running along the line of said Burgmuller's land in a magnetic course of South three degrees West (S 3° W) four hundred and twenty-four (424) feet to a stone row. Thence running along said stone row South seventy-nine degrees and eighteen minutes West (S 79°–18′ W) four hundred and thirteen (413) feet to another stone row. Thence running along said stone row North nineteen degrees and thirty-six minutes West (N 19° 36′ W) three hundred and forty-eight (348) feet to a point in the Northwesterly line of property known as the Murphy Farm, said last mentioned point being in or near the Southeasterly line of the road leading from Union Village to Berkeley Heights. Thence running along said Northwesterly property line North sixty-three degrees and thirty-six minutes East (N 63°–36′ E) three hundred and eighty-five and eighty-five one-hundredths (385.85) feet to a hickory stump being another corner of said Burgmuller's land. Thence still along said Burgmuller's line North eighty-nine degrees and thirty-one minutes East (N 89°–31′ E) one hundred and ninety-nine and nine one-

hundredths (199.09) feet to the place of beginning: Containing four and sixty-four one-hundredths (4.64) acres of land.

The entire tract being the same premises conveyed to Charles W. Parsons by deed dated January 9th, 1907, from Robert Murphy and Mary Murphy, his wife, said deed having been recorded in the County of Union on January 11th, 1907, in Block 479 of Deeds, pages 350–; also in the County of Somerset on the 2nd day of April, 1907, in Block C, No. 11, of Deeds, pages 416, etc.

SUBJECT HOWEVER to a certain mortgage bearing interest at the rate of six per cent held by Mrs. Mary E. Walsh, for the sum of two thousand nine hundred and fifty dollars ($2950).

Upon the express condition, however, which is hereby declared to be a condition and not a covenant, that the said grantee shall lease said lands in such portions as the Trustees of said grantee may from time to time deem proper, to such persons and for such terms as said Trustees shall determine, reserving as rent under each such lease, the rental value to be annually appraised as may be provided in the Constitution of the Free Acres Association, of the premises leased thereby, excluding improvements on those premises; and shall apply the rents so received to pay any taxes and assessments levied for state or local purposes or which may accrue from year to year, on the real estate of the said grantee or of its lessees, and also upon live stock or other tangible property permanently located thereon; and that they shall apply the balance of such rents to such communal purposes as said Trustees may deem to be properly public uses in that they cannot be left to individuals without giving them advantages over others: and they shall allow the lessees to use for common purpose such of said lands as said Trustees may reserve for common uses.

And upon the further express condition, which is hereby declared to be a condition and not a covenant, that should the grantee ever mortgage, grant or convey the fee of the hereby granted lands or any part thereof, the land and the proceeds of such conveyance shall revert and be made over to the said BOLTON HALL, his heirs, executors, administrators or assigns.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors, heirs and assigns for ever.

AND the said parties of the first part do covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of	Bolton Hall	(L. S.)
William Jeffrey	Susie Scott Hall	(L. S.)

State of New Jersey, Township of New Providence, County of Union, ss.

On the 16th day of February in the year nineteen hundred and twelve before me personally came BOLTON HALL and SUSIE SCOTT HALL, his wife, to me known and known to me to be the individuals described in, and who executed the foregoing instrument and who I am satisfied are the grantors in the within Deed of Conveyance named, and I having first made known to them the contents thereof did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said SUSIE SCOTT HALL being by me privately examined separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same freely, as her voluntary act and deed, without any fear, threats or compulsion of or from her said husband.

William Jeffery, *Commissioner of Deeds,*
Union County, New Jersey

CONSTITUTION
OF THE FREE ACRES ASSOCIATION

Preamble.

We, leaseholders and residents of FREE ACRES, desiring to create a community for the study and demonstration of problems of self-government, social progress and taxation where all shall be mutually helpful and free from all forms of monopoly of natural resources, in order to secure to all equality of opportunity and to each a full reward of efforts, have this day organized ourselves under the name of

THE FREE ACRES ASSOCIATION

and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws:

CONSTITUTION

ARTICLE I.

This village shall be known as FREE ACRES, and the organization of its people as the FREE ACRES FOLK.

ARTICLE II.

Title to all lands of FREE ACRES shall be held by the FREE ACRES ASSOCIATION for the use of the people of FREE ACRES.

ARTICLE III.

The lands of FREE ACRES shall be, in accordance with the deed of Trust, administered under the plan of the single tax, and the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the FREE ACRES FOLK or their duly elected representatives acting as assessors; and therewith all taxes shall be paid which may be levied by any authority of New Jersey on the real estate of the Association or its lessees and upon the tangible property permanently located thereon.

ARTICLE IV.

There shall be one regular business meeting of the Free Acres Folk held each month. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Free Acres Folk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

OFFICERS

ARTICLE V.

§ 1. The officers of Free Acres shall serve until their respective successors are elected, and shall consist of

Three Trustees
A Town Clerk
A Treasurer

§ 2. A chairman shall be elected at each meeting.

§ 3. All officers and standing committees shall be elected by majority vote of the Free Acres Folk in Town Meeting.

DUTIES OF OFFICERS AND COMMITTEES

ARTICLE VI.

§ 1. The Trustees of Free Acres shall execute the will of the Free Acres Folk as expressed by majority vote at their Town Meetings. They shall have general supervision over all Communal rights, property and affairs of Free Acres.

They shall make allotments of land to applicants as shown on the

Free Acres Town Clerk's books, in the order of their application, unless otherwise directed by the Free Acres Folk.

They shall make yearly assessments of rentals for use of land as decided upon by the Free Acres Folk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town Meeting.

One of them shall sign all orders on the Free Acres Treasury, directed by vote of the Free Acres Folk.

§ 2. The Free Acres Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Free Acres Folk, the same to be countersigned by at least one of the Free Acres Trustees, and shall make a record of the same in the proper book.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

§ 3. The Treasurer shall receive all monies for the Free Acres Association and receipt for same.

He shall keep a ledger account and make written reports of receipts, resources and liabilities.

He shall receive all bills against the Free Acres Association and present same to meeting for action.

He shall submit his accounts for auditing when requested, shall give a bond such as may be required, and on the election of his successor give to him all the effects of the Free Acres Association in his possession.

He shall audit the accounts of the Trustees in the months of April and October and report same at the next Free Acres Town Meeting succeeding.

REFERENDUM

Article VII.

§ 1. Any ten of the Free Acres Folk may initiate any action or proposition, to be referred to the vote of the entire community.

§ 2. The Free Acres Folk may adopt such By-Laws for the Free Acres Association as a majority in Free Acres Town Meeting determine, providing they are not in conflict with this constitution.

ARTICLE VIII.

§ 1. No discrimination shall be made on account of age, color or sex.

ARTICLE IX.

Nothing shall be construed to invalidate the Association's right of eminent domain. In all leases of land the Association shall reserve the right to resume the possession of the said leased land for public purposes, on payment of all damages sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

ARTICLE X.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted at FREE ACRES.

ARTICLE XI.

No taxes or charges of any kind, other than hereinbefore provided for, shall be levied by the Association upon the property or persons of its members.

ARTICLE XII.

Every leaseholder and resident who has signed the Constitution shall be entitled to vote at all business meetings of the Free Acres Folk.

ARTICLE XIII.

The rights of its members to absolute freedom shall never be abrogated or impaired by the Association, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XIV.

This Constitution may be amended, altered or abrogated by a two-thirds vote of those Free Acres Folk present at any Free Acres Town Meeting PROVIDED that a written notice of such meeting and of the proposed amendment shall have been mailed or delivered to all the leaseholders at least a week before.

BY-LAWS

I. There shall be elected a Health Officer, who shall have control of all matters of sanitation; a Forester, who shall have control of all cutting of growing shrubs and trees; a Superintendent from the Trustees, who shall act as General Manager of Communal rights and property and affairs of FREE ACRES; and a Commissioner of Highways, who shall lay out and keep in order all roads and paths.

II. Lands shall be allotted in units of 10,000 square feet or as near as may be convenient and not more than one acre to each adult person, and the lease shall be in the form following:

This Agreement made this..... .....day of.....

19.....witnesseth that..... .....

leases from THE FREE ACRES ASSOCIATION, the lot of land in FREE ACRES, Berkeley Heights,.....County, State of New Jersey, marked on the accompanying plan as Lot..... ...containing about.....

at a rental of..... ....dollars to March 1st next, and thereafter at such yearly rental payable in advance on the 1st day of each March as shall be assessed against it by the Assessor or Assessors of FREE ACRES, subject to appeal within one month to a regular meeting of the FREE ACRE FOLK. And the said assessment shall equal as nearly as possible the full annual rental value of the land, excluding improvements thereon; and all rentals so collected from the Leaseholders shall be expended first in the payment of all direct taxes, levied by any authority of New Jersey upon the FREE ACRES real estate and upon any tangible property permanently located thereon, so far as said rentals will suffice, so that all the Leaseholders shall be exempt and free of all direct Taxation to that extent, and thereafter for such Communal Purposes as are properly public in that they cannot be left to individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any term by giving Sixty Days' Notice to the Trustees. And the said Trustees or their Agent may terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to pay the rent at the times agreed upon, or if .....or any for whom .....responsible, shall cut timber on any of the lands of FREE ACRES without written leave from the Forester, or make use of the land in such manner as shall be voted by a majority of the residents of the Community at a Town Meeting to be injurious to the rights of others.

Upon any termination of this Lease, except for arrears of rent, the Leaseholder may within thirty days remove, sell, or otherwise dispose of such improvements as .....ha.....upon the land provided it be left in the same good condition as when the Lease began.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this Lease shall continue from year to year upon the same terms as above, and all rights and liabilities herein given to or imposed upon either of the Parties hereto shall extend to the Heirs, Executors, Administrators, Successors and Assigns of such Party.

In all leases of land the Association reserves the right to resume the possession of the land for public or for Community purposes, on payment of all damages sustained by the Lessee thereby, to be determined by three appraisers, one to be chosen by the Board of Trustees, one by the Lessee, and the third by these two. Nothing shall be construed to invalidate the Association's right of eminent domain.

In Witness Whereof, the said Parties have hereunto set their HANDS and SEALS.

WITNESS ..... . SEAL.

.....

....SEAL.

For the Trustees

LEASEHOLDERS

Leaseholders	*Acreage*	*Rate*	*Land Rent*	*Water*	*Survey*	*Total*
William Armbruster	1	$25.70	$25.70	$10.00		$35.70
Mrs. Sarah Armbruster *Scotch Plains, N. J.*	⅛	25.70	3.20			3.20
Christian Blohn *162 Griffith St.,* *Jersey City, N. J.*	¼	21.40	5.35	4.00		9.35
Charles Boni	1	21.40	21.40	10.00		31.40
Mrs. Charles Boni *80 Court St.,* *Newark, N. J.*	1	21.40	21.40			21.40
E. L. Brown *809 Herald Ave.,* *Richmond Hill, N. Y.*	1	21.40	21.40	10.00		31.40
Dr. T. Alexander Cairns *746 Ridge St.,* *Newark, N. J.*	⅝	25.70	16.10	10.00		26.10
Miss Jeanne Chambon	⅛	25.70	3.20	10.00		13.20
Miss Julia Chippendale	½	19.25	9.10	4.00	$10.00	23.10
Clifford Clapp	½	17.15	8.55	4.00	10.00	22.55
Miss Grace I. Colbron *100 West 80th St.,* *New York City,* *Hotel Orleans*	½	21.40	10.70	10.00		20.70
George Conklin *Scotch Plains, N. J.*	¼	17.15	4.30	40.00		44.30
F. Costello *111 Grant Ave.,* *Jersey City, N. J.*	1	17.15	17.15	10.00		27.15
Will Crawford *Scotch Plains, N. J.*	¾	21.40	16.05	4.00		20.05
Mrs. Undena Eberlein *Scotch Plains, N. J.*	1	21.40	21.40	4.00	10.00	35.40
O. G. Fischer *12 St. Luke's Place,* *New York City*	1	19.25	19.25	10.00		29.25

FREE ACRES

Leaseholders	*Acreage*	*Rate*	*Land Rent*	*Water*	*Survey*	*Total*
Dr. A. P. Firth	¼	$25.70	$6.40	$4.00	$10.00	$20.40
Frank J. Fitzpatrick	⅜	25.70	9.65	10.00		19.65
Bolton Hall *29 Broadway,* *New York City*	¼	25.70	6.40	4.00		10.40
Miss Amy Mali Hicks *141 East 17th St.,* *New York City*	¼	21.40	5.35	10.00		15.35
George E. Hicks	½	25.70	12.85	10.00		22.85
Miss Amy Hore *335 East 31st St.,* *New York City*	½	23.55	11.80			11.80
Mrs. Kathleen Hore *335 East 31st St.,* *New York City*	½	23.55	11.80	10.00		21.80
Theodore Huntington *17 Christopher St.,* *New York City*	½	21.40	10.70	10.00		20.70
William C. Johnson *Scotch Plains, N. J.*	½	17.15	8.55	4.00		12.55
Victor Killian *Scotch Plains, N. J.*	¼	21.40	5.35	10.00		15.35
Charles F. Lester *Scotch Plains, N. J.*	½	21.40	10.70	10.00	10.00	30.70
Mrs. Ada Lewis *13 Taylor St.,* *Newark, N. J.*	1	18.20	18.20	4.00		22.20
Dr. B. Liber *61 Hamilton Place,* *New York City*	1	19.25	19.25	10.00		29.25
George R. Logan, Jr. *511 8th St.,* *Brooklyn, N. Y.*	1	25.70	25.70	10.00		35.70
M. D. Newman *385 Communipaw Ave.,* *Jersey City, N. J.*	¾	21.40	16.05	10.00		26.05

FREE ACRES

Leaseholders	*Acreage*	*Rate*	*Land Rent*	*Water*	*Survey*	*Total*
Mrs. Octavia Newcombe *Scotch Plains, N. J.*	½	$25.70	$12.85	$20.00		$32.85
Mrs. Mary Oppenheimer *1841 Marmion Ave.,* *Bronx, New York City*	⅜	25.70	9.65	10.00		19.65
E. L. Pitcher *922 Blomfield St.,* *Jersey City, N. J.*	¼	17.15	4.30	4.00		8.30
Mrs. Lottie Ricalton *Scotch Plains, N. J.*	½	21.40	10.70	10.00		20.70
Fred Riceman *Scotch Plains, N. J.*	1	18.20	18.20	10.00		28.20
Mrs. Sarah S. Robinson *Scotch Plains, N. J.*	½	25.70	12.85	10.00		22.85
William A. Ross *728 Lafayette Ave.,* *Brooklyn, N. Y.*	½	17.15	8.60	4.00	$10.00	22.60
Mrs. Sarah Schoenfeld *31 West 27th St.,* *Bayonne, N. J.*	¼	21.40	5.35	4.00	10.00	19.35
Max A. Schulze *728 Lafayette Ave.,* *Brooklyn, N. Y.*	¼	21.40	5.35	4.00		9.35
Mrs. Anna Stirling *62 West 66th St.,* *New York City*	½	25.70	12.85	10.00		22.85
C. B. Sturgis, Jr. *80 Maiden Lane,* *New York City*	½	17.15	8.60	4.00		12.60
S. Taller *31 West 27th St.,* *Bayonne, N. J.*	¼	21.40	5.35	4.00		9.35
Mrs. Leonora Tucker	1	21.40	21.40	10.00		31.40
Fred Volare *Scotch Plains, N. J.*	1	18.20	18.20	4.00		22.20

FREE ACRES

Leaseholders	*Acreage*	*Rate*	*Land Rent*	*Water*	*Survey*	*Total*
R. Norman Watkins *6027 Drexel Road, Philadelphia, Pa.*	½	$19.25	$9.65	$10.00		$19.65
Mrs. Bessie Watters *Plainfield, N. J.*	1	25.70	25.70	10.00		35.70
Miss Gertrude L. Wherett *609 Summer Ave., Newark, N. J.*	1	18.20	18.20	4.00	$10.00	32.20
J. T. Wherett *609 Summer Ave., Newark, N. J.*	¾	25.70	19.30	10.00		29.30
Miss Wilma Wynn *64 Riverside Drive, New York City*	¼ ⅛	17.20 25.70	4.30 3.20	11.00 10.00		15.30 13.20

FINANCIAL STATEMENT

OF THE TREASURER OF FREE ACRES ASSOCIATION
FOR YEAR ENDING FEBRUARY 28, 1921

Receipts

Balance, General Fund, March 1, 1920	$18.38
Subscription to Farm House Bonds	3,000.00
Land Rentals	528.20
Water Rentals	278.00
Penalties	7.89
Interest	6.16
Farm House Rent	196.00
Sale of Firewood	108.50
Survey Receipts	10.00
Refund from Surveyor	22.17
Refund of Taxes on Farm House (1919)	20.26
Sundries	.60
Survey Loan Certificates	125.00
	$4,321.16

Expenditures

Water Department—Up-keep, Repairs, Replacements	$128.78	
Water Department—Engineer's Services	92.00	
Interest on Bonds	30.00	
20 Water Bonds Redeemed	200.00	
Rental Refund	19.25	
Road Repairs Account	124.50	
Insurance	34.82	
Taxes for 1920 (State and County)	199.06	
Wood Account—Labor, Cutting and Hauling	57.75	
Sundry Account	39.15	
Farm House and Land Bought of Bolton Hall	2,500.00	
Farm House Repairs	616.57	$4,041.88
Cash on hand March 1, 1921		279.28
		$4,321.16

O. G. Fischer, *Treasurer*

HALIDON

THE enclave of Halidon comprises 173 acres, of which 120 served as the foundation of the trust of Halidon, formed July 18, 1911, while 53 were added October 24, 1913. The land consists of a low plateau, 60 feet above the Presumpscot River, in the village of Cumberland Mills, in the city of Westbrook, Maine. Its western boundary is within a mile of the paper factory of the S. D. Warren Company, post-office, railway, and trolley of the village, while the eastern is within about the same distance from the trolley at Riverton, in the district of Portland called Deering, five miles from the heart of the city.

The original trustees were William Price, Frank Stephens, and Fiske Warren. The system in general is like that of Tahanto. Many persons becoming interested at the beginning through the efforts of Miss Lillian B. Quinby, plots were freely taken even by those not intending to build, and Halidon was enabled to organize itself as a community in the autumn of 1912. The three members of the governing council, called "Representers," were elected by the Hare-Spence system of proportional representation, which has been in use ever since, each election being for the whole board. Both sexes, down to fifteen years of age, have the ballot. The Council has the right to appoint the village clerk, the treasurer (subject to confirmation by the meeting), and any other officers. All its acts are reviewable by the village meeting, which can also elect a new Council whenever it desires.

The community, about half of which consists of persons employed in the paper mill, is still small, notwithstanding the fact that all the land is under lease, but the growth has been satisfactory and the prospects are good. Thus far it has raised little or nothing for the market, agriculture when pursued being only an incidental interest of each household. The rents range from

$6 to $15 an acre. There are six cases in which the taxes refunded exceed the rent. A distinctive feature of Halidon as compared with other enclaves is the number of persons showing their good will by taking lots which they do not intend to develop, and paying the rental assessments. There are thirteen dwelling-houses in Halidon.

On May 15, 1919, there was organized the Rochdale Society of Halidon, which, although its volume of business has been necessarily small, has made a continuous profit and is building itself up under the efficient management of Mrs. Stella W. Griffiths. Quarterly dividends have been declared, ranging from two and a half to ten per cent. The capital is $29.

The growth of Halidon appears from the following table:

THE GROWTH OF HALIDON

Year[1]	*Acres*	*Hectares*[1]	*Gross Rent* *Actual*	*Basis of 1913*[2]
1912	120	49	$43	$46
1913	120	49	36	36
1914	172	70	203	203
1915	172	70	285	285
1916	172	70	333	330
1917	172	70	750	605
1918	172	70	840	477
1919	172	70	892	455
1920	172	70	1090	514
1921	172	70	1122	462

The officers are as follows: Trustees, Ernest B. Gaston, Lois Warren Shaw, Fiske Warren; Clerk, Grace Perley Locke; Treasurer, Stella W. Griffiths. The Councillors are Wallace I. Corbett, chairman, Stella W. Griffiths, Lillian B. Quinby.

[1] Fiscal year ends March 31.
[2] See Appendix.

DECLARATION OF TRUST

DECLARATION OF TRUST FOR HALIDON AS AMENDED APRIL 13, 1912

WHEREAS, by Declaration of Trust dated July 18, A.D. 1911, and recorded with Cumberland County, Maine, Deeds, Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, declared certain trusts as to land therein referred to; and

WHEREAS said Declaration of Trust by Article Seventh thereof reserved to the Trustees powers by instrument in writing executed by them and a majority of the members of the Community of Halidon in said Declaration of Trust referred to, to amend said Declaration of Trust, and by Article Twelfth, authorized the Trustees whenever there was no organized community in existence to exercise alone any powers which they were authorized to exercise with the approval of the community; and

WHEREAS there is not any organized community as contemplated by said Declaration of Trust;

NOW THEREFORE, we the said Fiske Warren, Frank Stephens and William L. Price, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

DECLARATION OF TRUST

WHEREAS certain real estate in the city of Westbrook, Maine, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, as joint tenants, and not as tenants in common; and,

WHEREAS said Warren, Stephens and Price, hereinafter called the Trustees, have accepted said conveyance on the trust hereinafter set forth;

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to

us as such Trustees for the following purposes and upon the following trusts, to wit:

Name of Trust FIRST: The Trustees under this instrument shall be known as the Trustees of Halidon.

SECOND: The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the Trustees, or by said community whenever there is an organized community. Such leases shall:

Use of Property

Leases

(1) Provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

Rental

Arbitration as to Amount

(2) Provide that all improvements made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be sold with a like right of removal to

Improvements

any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him.

(3) Provide that the Trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

Taxes

(A) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(B) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements;

Proceedings for Abatement of Taxes

(4) Provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

Taking for Public Use

(5) Provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration.

Termination

(6) Provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve.

(7) Provide that every leaseholder by acceptance of a lease becomes a member of the community, if there is an organized community, and accepts its constitution and ordinances. The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

Adherence to Community

THIRD: After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as provided above, the Trustees shall dispose of the income remaining, if any, as follows:

Use of Income

(1) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent of the gross rental received or so much thereof in each year as the amount received permits, but without any accumulation of arrears, until such payments amount in the aggregate to four thousand (4000) dollars with interest at six (6) per cent per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the Trustees and held hereunder. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment above provided puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren or the persons at the time entitled to such payment, to determine whether or not there is such disadvantage and if so, whether such payment shall be discontinued or be reduced, and if reduced, by what amount.

Payment to Fiske Warren

(2) They shall pay over any surplus net income remaining in any year to the community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as part of the transactions, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such im-

Public Purposes

provements are retained for public use of the community. In case, and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the city of Westbrook.

Powers as to Acquiring Additional Land

(3) The Trustees shall have power if any additional land is purchased as above provided to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such land and to mortgage the same as security, and to apply any income received by them from any of the trust property to the payment of interest on any such indebtedness as an expense of administering their trust, and to apply any surplus income to the reduction of the principal of such indebtedness, or to charge the rental received from such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price on any indebtedness therefor, or for money borrowed to acquire any such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land except that so purchased can be reached and applied, except by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

The Community

FOURTH: The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and such other persons not less than fifteen (15) years of age, residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

Resignations

FIFTH: Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-Trustee or co-Trustees and recorded in Cumberland County Maine Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon

Vacancies

confirmation by said community by a vote of a majority of such members as are present, and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

New Trustees

SIXTH: Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

Action by Trustees

Delegation of Powers

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Community of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

Amendments and Termination

EIGHTH: Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens, and Rachel Warren, Marjorie Warren and Hamilton War-

Duration of Trust

ren, being children of said Fiske Warren, and Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph Adams Warren, and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Shaw.

Final Disposition of Property

NINTH: Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the trustees would have been bound to make payments.

Arbitration

TENTH: Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

Authentication of Facts

ELEVENTH: A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third person acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

Power in Case no Community

TWELFTH: If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens and William L. Price, have hereunto set our hands and seals this eighteenth day of July, A.D. 1911.

Frank Stephens
William L. Price
Fiske Warren

And we, the said Fiske Warren, Frank Stephens and William L. Price, hereby certify that there is no organized community as contemplated in said Declaration of Trust, that no leases have been granted under said Declaration of Trust, and that no person has acquired any interest in the premises referred to in said Declaration of Trust since the date thereof.

And I, Austin T. Wright, in said Declaration of Trust referred to, hereby assent to the foregoing amendment thereof.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens, William L. Price and Austin T. Wright, have hereunto set our hands and seals this thirteenth day of April, A.D. 1912.

Fiske Warren
Frank Stephens
William L. Price
Austin T. Wright

LEASE

THE Trustees of Halidon, under deed of trust dated July 18, A.D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of

hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the city of Westbrook, in said Cumberland County, to wit:

TO HAVE AND TO HOLD for the term of years, beginning A.D. 19 , upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and ac-

cepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Halidon, subject to revision by arbitration as provided in said deed of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Halidon in accordance with its constitution.

3. To permit the lessors in their discretion in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Trustees, except trees that were not growing on the demised premises August 1, 1911.

The lessors covenant with the lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after deducting all necessary and proper expenses of administering said trust, but not including any compensation for their own services, to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said

deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(B) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the lessee shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

C. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the above named lessors and the above named lessee have hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D. 19 .

CONSTITUTION

Preamble.

We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

ARTICLE 1.

This community shall be known as Halidon, and its communal affairs, except as already provided for in the Deed of Trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

ARTICLE 2.

Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

ARTICLE 3.

A Council, consisting of three Representers, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representers separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treas-

urer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representers, and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works and expend such public funds as the village meeting may authorize.

VILLAGE CLERK

ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representers, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be

audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

ROCHDALE SOCIETY OF HALIDON

AGREEMENT OF ASSOCIATION

WE, whose names are hereto subscribed, associate ourselves in a voluntary society under the name of the ROCHDALE SOCIETY OF HALIDON, for the purposes, in the manner and with the rights, powers and organization herein and in the Constitution hereto annexed set forth and provided. We hereby agree, each for himself or herself and with each of the others and with every person who may hereafter sign and become a party to this agreement,—

(1) To abide by and carry out all the terms of said Constitution and of any amendments thereof duly made as herein provided;

(2) That for ten (10) years from this date no person shall share in the profits of the society unless he is a party to this agreement and no person shall be entitled to become a party to this agreement unless he is a trustee of, or lessee of or in, or member of an organized community in, or member of the Council of such a community in some one of the six following single-taxing enclaves, viz., Tahanto, Halidon, Fairhope, Arden, Free Acres, or Sant Jordi, —or other single-taxing enclave approved by the Board of Directors or Trustees of the Society hereby formed, except that the Trustees of such an enclave as a body, the Council of such a community as a body, and a Raiffeisen Guild formed in such an enclave as a body, may be members, and that subject to the foregoing provisions such persons and bodies may become parties hereto as the Constitution adopted by the Society hereby formed may from time to time provide.

Several copies of this agreement may be signed as originals with the same effect as if all signatures were on a single copy.

WITNESS our hands and common seal, which each of us hereby adopts, this fifteenth day of May, A.D. 1919.

(*Signed*) {S.}

Lillian Quinby
Roy Walker
Grace Storer
Grace Perley Locke
Fiske Warren
Wm. Banks
Clarence G. Pride
Stella W. Griffiths
Clara Martin Southworth

CONSTITUTION

I

NAME, OBJECT AND PLACE OF BUSINESS

THIS Society shall be known as the Rochdale Society of Halidon, and its place of business shall be the single-taxing enclave of Halidon. Its objects are to carry on the trade of general dealers in any or all kinds of merchandise and materials, both at retail and wholesale, to manufacture any article dealt in, and to carry on dealings of any description in land. The Society shall have full power to do all things necessary or expedient in the opinion of its Board of Directors for the accomplishment of any of the objects above specified, including power to purchase, hold, sell, manage, mortgage, rent, lease or sublease, lands of any tenure, and to erect, pull down, repair, alter, or otherwise deal with any building thereon, and to do any other things not hereinabove specially provided for.

II

MEMBERSHIP

Any lessee in or member of an organized community in the enclave of Halidon, the individual Trustees of said enclave and said Trustees as a body, the individual members of the council of any organized

community in such enclave and such Council as a body, may, upon approval of the Board of Directors, become a member of this Society upon paying an annual subscription of one dollar and signing the Agreement of Association.

Any member who ceases to be qualified for membership under the terms of the Agreement of Association shall, *ipso facto*, cease to be a member of this Society.

A list of members, with their addresses, shall be kept at the office of the Society.

A member may withdraw at the end of any fiscal year, by notice in writing to the Board of Directors not less than two weeks before the end of such fiscal year.

III

OFFICERS

The officers of this Society shall consist of a Board of Directors of three members, who shall be elected by the Hare-Spence system of proportional representation by the members of the Society, at the first general meeting.

The members of the Board shall serve without remuneration.

This Board shall serve until another is elected, and elections shall always be by the same system and for the entire Board. Such an election shall be held whenever at a general meeting not less than twenty-six per cent of all members of the Society so request; upon such request, the meeting shall fix the time and place for such election.

The Board shall elect its own chairman from its own membership, and may appoint a secretary and other subordinate officers and employees.

The Board shall propose a Treasurer, who shall be appointed after confirmation by the general meeting.

IV

LEGAL RIGHTS

The legal title to all property received or purchased by or for the Society shall be in the persons who for the time being are the Board of Directors, as joint tenants, and they shall hold the same as Trustees for the members. All legal rights and obligations in favor of or

against the Society or relating to its property, business or dealings, shall be vested in and enforceable by and against the Board of Directors in their own names or the name of the Society.

Whenever any member of the Board of Directors retires or for any reason ceases to be such, all his title in property held by the Board as such shall terminate and vest in the remaining or surviving members, and such remaining or surviving members shall have power to exercise all the powers of the Board. Whenever any new member or new members of said Board is or are chosen, such new member or members shall, without the necessity of any transfer, become invested with all the rights, titles and powers of the Board of Directors as herein defined jointly with the other remaining members thereof, if any. No member of the Society shall at any time have any title to the property of the Society or any part or share thereof, or any right to an accounting of its business except as herein provided, and the death or withdrawal of a member shall have no effect to dissolve the Society or to entitle such member or his legal representative to an accounting, or give any rights except as herein provided.

V

MANAGEMENT

The Board may engage a Manager and such other employees as may be necessary to conduct the business of the Society.

The Board shall administer the affairs of the Society, subject to the authority of the general meeting and the provisions of this Constitution.

The Board shall submit an annual report to the Society, covering the business transacted and the financial condition of the Society, and all other matters of interest.

There shall be an annual meeting of the members, and such other general and special meetings as the members shall from time to time determine, of which due notice shall be given.

The Society shall determine upon its own by-laws, subject to this Constitution.

VI

FINANCES

The Society may accept money on deposit from members, and may borrow and lend money on proper security.

Every member of the Society shall be liable to pay assessments that may be levied by the Board of Directors while he is a member to an aggregate amount not exceeding ten dollars each. Every assessment shall be levied for the same amount per capita on all members for the time being of the Society, but any member shall be exempt as to so much of any assessment as would make the aggregate of assessment paid by him exceed the limit of ten dollars. Any member withdrawing or ceasing to be a member after an assessment has been declared by the Board of Directors shall remain liable thereto as if still a member.

The profits of all business carried on by, or on account of, the Society shall be applied as follows:

1. To payment of the interest upon any loans or deposits.

2. To the payment of outstanding debts, if any, then due.

3. To the formation of a reserve or capital fund, by applying such a percentage of the net profits as shall be determined by the Board.

4. To the maintenance of a park, or other social or provident purposes which may be proposed by the management and authorized by any general meeting.

5. The remainder of the net profits left after providing for the preceding charges shall be divided between the members who have made purchases of the Society, according to the amount of their purchases. Such division shall be made at least once a year.

The fiscal year shall end October thirty-first in each year.

VII

DISSOLUTION

The Society may be voluntarily dissolved by an instrument of dissolution signed by three-fourths of the members for the time being.

In case of dissolution, all funds remaining, after the payment of all debts and obligations, shall be used for payment of unpaid purchase money of land theretofore bought for any single-taxing enclave or for the purchase of new land bought by any such enclave, or shall be paid over to any Raiffeisen Guild or Society in any such enclave, or to any co-operative store in any such enclave, or to the trustees of any such enclave, for use for the benefit thereof, or may be used in part for two or more of said purposes, all as may in said instrument of dissolution be provided, and if for any reason such re-

maining funds cannot be or are not devoted to any of the aforesaid purposes, such remaining funds shall be paid over to the city of Westbrook, Maine, to be used by it for public purposes.

VIII

AMENDMENT OF CONSTITUTION

This Constitution may be amended at any time by instrument in writing executed by a majority of the Board of Directors for the time being and approved in writing by a majority of the members for the time being, or by affirmative vote of a majority of the members for the time being at a meeting called for the purpose.

BY–LAWS

OF THE ROCHDALE SOCIETY OF HALIDON

MEETINGS

The annual meeting shall be held in Halidon, in November of each year, on such day and at such place and hour as the Board of Directors may fix.

Other meetings shall be held, either upon call by the Board of Directors, or upon petition of ten per cent of the members. Notices of these meetings shall be sent by the Board to all members not less than seven days before the meeting, postage prepaid, addressed to each member at his or her address as registered on the books of the Society, and shall contain a statement of the subjects to be considered.

Ten per cent of the members shall constitute a quorum; a less number may make reasonable adjournments if a quorum is not present.

Each member shall have a vote, and shall not be permitted to vote by proxy.

The chairman shall be elected by the meeting.

GENERAL

Any member may inspect his own account and the book containing the names of the members at all reasonable hours at the office of the

Society, subject to such regulations as may be made from time to time by the general meetings of the Society.

Any ten members, each of whom has been a member of the Society for not less than six months, may apply for the appointment of an accountant at their expense to inspect the books of the Society and report thereon. Such accountant shall have access to the books of the Society at all reasonable hours.

Upon motion by any member, duly seconded, any matter concerning the management and administration of the Society may be brought before a meeting, and the majority vote of such meeting on any subject shall be binding upon the Board of Directors.

Upon a majority vote at any meeting, the Board shall report upon any matter asked for, and shall at all times keep the Society informed of the management of the business.

These by-laws may be altered or amended by majority vote at any meeting, the notice for which states that an amendment of the by-laws will be proposed.

ENCLAVE OF HALIDON

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1922
PAYABLE ON OR BEFORE APRIL 1, 1921

Lessee	*Area, sq. ft.*	*Rate per 1000 sq. ft.*	*Total*
Charles W. Bancroft	31,410	.36	$11.31
William Banks	43,560	.36	15.68
George H. Chapman	8,190	.36	2.95
Wallace I. Corbett	43,560	.35	15.25
Delmar L. Cousens	9,000	.36	3.24
Aaron L. Crockett	43,560	.36	15.68
Rhoda Ashworth Dresser	9,943	.36	3.58
Irving Grace	43,560	.36	15.68
Homozelle M. Horner	10,000	.34	3.40
Ruth C. Hyde	10,000	.34	3.40
Harry L. Johnson	70,987	.35	24.85
Grace P. Locke	15,000	.34	5.10
John C. Paulsen	10,000	.36	3.60
Edgar P. Paulsen	10,000	.36	3.60
Clarence G. Pride	41,239	.36	14.85
Lillian B. Quinby	16,215	.36	5.84
Rufus Read	20,000	.18	3.20
	10,000	.23	2.30
Evaline A. Salsman	9,935	.18	1.79
Clara Southworth	9,997	.18	1.80
Elenor G. Stephens	8,190	.36	2.95
Francis Stephens	10,026	.18	1.80
Alice Grace Storer	9,704	.23	2.23
Sherman Storer	10,000	.18	1.80
Julian D. Taylor, *assignee*	28,514	.34	9.69
Cornelia Warren	10,000	.36	3.60
Fiske Warren			
Gordon and Inn	11,641	.30	3.49
Remainder	6,965,967	.15	1,044.90
	7,520,198	.16	$1,227.56

COUNCIL OF HALIDON
Wallace I. Corbett, *Chairman*
Stella W. Griffiths
Lillian B. Quinby

Westbrook, Maine, March 5, 1921

MEMBERS OF HALIDON

MARCH 31, 1921

Charles William Bancroft, Cumberland Mills, Me.
Elva Frazier Bancroft, Cumberland Mills, Me.
Emily Banks, R. F. D. No. 1, Park Rd., Westbrook, Me.
William Banks, R. F. D. No. 1, Park Rd., Westbrook, Me.
William Banks, Jr., R. F. D. No. 1, Park Rd., Westbrook, Me.
George Chapman, 22 Turner St., Portland, Me.
Mildred Chapman, 22 Turner St., Portland, Me.
Lucy Corbett, R. F. D. No. 1, E. Bridge St., Westbrook, Me.
Wallace I. Corbett, R. F. D. No. 1, E. Bridge St., Westbrook, Me.
Dalmar L. Cousens, Gardiner, Me.
Ella Cousens, Gardiner, Me.
Aaron L. Crockett, R. F. D. No. 1, Park Rd., Westbrook, Me.
Hilda Crockett, R. F. D. No. 1, Park Rd., Westbrook, Me.
Nina Crockett, R. F. D. No. 1, Park Rd., Westbrook, Me.
Ernest Dresser, 97 Mason Ter., Brookline, Mass.
Rhoda A. Dresser, 97 Mason Ter., Brookline, Mass.
Benjamin Grace, R. F. D. No. 1, Park Rd., Westbrook, Me.
Frances G. Grace, R. F. D. No. 1, Park Rd., Westbrook, Me.
Irving E. Grace, R. F. D. No. 1, Park Rd., Westbrook, Me.
Stella W. Griffiths, Cumberland Mills, Me.
Frank Horner, 549 W. Main St., Clarksburg, Va.
Homozelle Horner, 549 W. Main St., Clarksburg, Va.
Jack Hyde, Spring St., Portland, Me.
Ruth Cock Hyde, Spring St., Portland, Me.
Harry L. Johnson, R. F. D. No. 1, E. Bridge St., Westbrook, Me.
Myrtle Johnson, R. F. D. No. 1, E. Bridge St., Westbrook, Me.
Grace Perley Locke, 179 State St., Portland, Me.
Edgar P. Paulsen, Westbrook, Me.
John C. Paulsen, Westbrook, Me.
Clarence G. Pride, R. F. D. No. 1, Park Rd., Westbrook, Me.
Lillian Pride, R. F. D. No. 1, Park Rd., Westbrook, Me.
Phoebe Pride, R. F. D. No. 1, Park Rd., Westbrook, Me.
Lillian B. Quinby, Mechanic St., Westbrook, Me.
Jennie I. Read, Cumberland Mills, Me.
Rufus Read, Cumberland Mills, Me.
Evaline A. Salsman, 18 Taft Ave., Beverly, Mass.
Clara Martin Southworth, Park St., Portland, Me.

Constant Southworth, Park St., Portland, Me.
Elenor G. Stephens, Arden, Del.
Frank Stephens, Arden, Del.
Alice Grace Storer, Cumberland Mills, Me.
Sherman Storer, Cumberland Mills, Me.
Julian D. Taylor, Waterville, Me.
Fiske Warren, Harvard, Mass.
Gretchen O. Warren, Harvard, Mass.

FINANCIAL STATEMENT

OF TRUSTEES OF HALIDON FOR YEAR ENDING MARCH 31, 1921

Receipts

Balance, March 31, 1920	$2,567.70
Rents	1,089.69
Interest	57.35
	$3,714.74

Expenses

Council of Halidon	$1,568.77	
Payment on land purchase	202.49	
Taxes	276.48	
Taxes refunded	218.32	2,266.06
Balance, March 31, 1921		$1,448.68

SANT JORDI

Now comes the sixth enclave and widens the scene, not only geographically but economically. For the previous five enclaves are limited by the customs' tariff and cannot realize the lofty destiny of Single Tax. Single Tax should mean both freedom of production and freedom of exchange. The five older enclaves can have freedom of production, but they cannot have freedom of exchange. But Andorra is wiser than the United States in this respect, and her policy of free trade enables the enclave of Sant Jordi to be economically superior to the others.

FISKE WARREN, June 23, 1916.

SANT JORDI received its legal foundation January 19, 1916, was reformed legally September 27, 1918, and its first full year of economic activities ended March 24, 1920.

It consists of two hectares of land in the Republic of Andorra (of which the economic rent is fourteen pesetas), close to the highway, seven kilometers from the southern frontier and about halfway between Sant Julia and Andorra-la-Vella. Through it, amidst some fruitful chestnuts, runs the Riu Anclar, which just below feeds the roaring Valira, the chief river of Andorra, and is fed in turn by the Toll de l'Olla, an exquisite waterfall. Perhaps half the land is rocky, the rest partly in gardens and partly under grass, the whole plentifully irrigated from the Anclar. There are four lessees and one house.

The characteristic feature of Sant Jordi is the sales that are made of goods imported from the outer world, which pay on entrance into Spain duties refunded on entrance into Andorra.

The only officers of this enclave are two Trustees, Joseph Alemany y Borrás and Fiske Warren.

Lessees	*Gross Rent*
Joseph Alemany	2 Pesetas
Anton Bou	1
Guillem Vidal	1
Fiske Warren	10
	14

En lo poble d'Encamp als vint y set Setembre de mil nou cents divuit.

Devant de l'infrascrit Notari publich de les Valls d'Andorra ab residencia a Encamp y dels testimonis al final nomenadors, ha comparegut D. Joseph Alemany y Borrás, major d'edat, casat, del comerç vehí de Barcelona y ha dit:

Qu'en qualitat de duenyo dels terrenos que constituheixen l'"Enclau de Sant Jordi," en força de l'escriptura de tranferencia otorgada a son favor per D. Fiske Warren poch antes de la present, en poder, de l'infrascrit Notari, m'entrega l'Acta de Fideicomissió que conté les bases y condicions que regulan el funcionament de dit Enclau per a que la protocolitzi en mon manual d'escriptures públiques. Consta dita Acta de Fideicomissió de setse fulls escrits d'una sola cara y d'una diligencia al final del full setsé, firmada por el senyor compareixent, els testimonis, y per mi, en que s'expressen y se salven les supressions, addicions y modificacions manuscrites de que ha sigut objete l'exemplar escrit a maquina que se m'entrega y queda unit, original, a la present acta. Junt abl'Acta de Fideicomissió, m'entrega el senyor requirent un model de contracte de lloguer y un altre model titulat "Constitució," los dos escrits a maquina, d'una sola cara, y que constan de quatre fulls el primer y de tres el segon que uneixo també, originals, a la present acta.

Manifesta el senyor compareixent que vol que'ls documents protocolisats siguin considerats com a escriptura pública, poguentse lliurar, si's fa necessari, quantes copies se 'n demanin, requerintme, al mateix temps, fassi constar al final de cada un l'autenticitat dels mateixos.

De toto lo que he estat requerit formalisar, la present acta, a la que han estat presents per testimonis D. Joan Martisella, sabater y D. Joseph Montellá, paleta, los dos vehins d'aquest poble. Y el senyor otorgant, conegut de mi l'infrascrit notari, firma junt ab els senyors testimonis de lo que faig fe,—Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Devant de mi, Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—y requerit lo signo y firmo a Encamp, dia de son otorgacio.

Domingo Palmitjavila y Moles, *Not.*

ACTA DE FIDEICOMISSIÓ

PRIMER: Els cessionaris serán coneguts baix aquest instrument ab el nom de Fiduciaris de Sant Jordi.

SEGON: Els Fiduciaris reservarán per a l'us públich o comú de la associació o dels membres de la Comunitat a que mes en abant ens referim, les porcions de la propietat qu'estimin convenient y que cuan existeixi aqueixa Comunitat ella mateixa determini, y retirarán de l'us públich o comú aquestes terres a mida que la mateixa Comunitat ho determini, en la forma que ha de ferho conforme a sa constitució. Els mateixos Fiduciaris donarán en arrendaments de noranta nou (99) anys, o termes mes curts les terres que a n'ells els hi sembli mentres no estiguin destinades a usos públichs, a son arbitri, mentre no existeixi la Comunitat y ab consentiment y aprobació d'aquesta cuan sigui existent y organizada, a les persones o corporacions que ho demanin.

Aquestos arrendaments contindrán:

(1) el preu del lloguer o renta anyal, que será equivalent a la renta económica de la terra arrendada y será fixat per cada any pels Fiduciaris d'acord ab l'arrendatari mentres no hi hagi número suficient d'arrendataris per constituir la associació, y d'acord ab aquesta Comunitat tant punt estigui existent y organizada. Cualsevol arrendatari que no's conformi ab la fixació del preu demanat pels Fiduciaris o en son cas per la Comunitat, pot demanar un arbitratge per a fixar el preu just de l'arrendament d'aquell any. Si'ls Fiduciaris creuen que la renta o preu a pagar per algun dels arrendataris senyalada per la Comunitat es massa baixa, poden demanar un arbitratge entre ells mateixos y el dit arrendatari; y si aquest creu que es massa alta pot demanar un arbitratge entre ell y la Comunitat o entre ell y'ls Fiduciaris si aquesta no existeix, per a fixar el preu o renta. L'arbitratge's fará en la forma que determina aquesta acta y'ls acorts de l'arbitratge serán decissius.

(2) que totes les obres o millores fetes sobre la terra arrendada serán propietat de l'arrendatari y podran esser tretes per ell o per cualsevol que les hi compri o a qui les cedeixi mentres ho fassi abans de l'acabament d'el lloguer, a no esser qu'el pago de la renta sigui atrassat. Si son venudes a un nou ocupant de la terra abans de que hagi expirat el dret de treureles, poden esser retingudes per aquest ab els mateixos drets que si haguessin sigut fetes per ell.

(3) qu'els Fiduciaris, ab el preu dels arrendaments y en cuant aqueixa cantitat alcansi, haurán de pagar tots els impostos y contribucions que siguin legalment carregats sobre tota la terra del Enclau y sobre les obres y millores, que hi hagi, tant si son considerades com a mobles com si immobles, y l'interés de cualsevol hipoteca o cualsevol altre cárrega o gravamen que pesi sobre dites terres.

(4) qu'els mateixos Fiduciaris poden, en nom y representació de l'arrendatari, demanar y gestionar la reducció dels impostos carregats a dit arrendatari y que'ls Fiduciaris han de pagar.

(5) que tota o part de la terra arrendada, pot en tot temps, per acció de la Comunitat cuan aquesta estigui organizada, esser presa y destinada a us comú dels associats. En tal cas la Comunitat abonará els danys y perjudicis a n'el llogater si n'ha sofert algun. Si l'arrendatari perjudicat no se conforma ab la indemnització senyalada per la Comunitat, será fixada per arbitratge.

(6) que l'arrendament pot esser terminat a causa de violació per part de l'arrendatari dels reglaments o ordenances que la Comunitat acordi y que hagin sigut declarats causa suficient per la terminació del contracte y que hagin sigut aprobats per els Fiduciaris.

(7) que l'arrendatari, pel sol fet d'acceptar un contracte d'arrendament, devé un membre de la Comunitat tant punt aquesta estigui organizada y ell n'accepti la constitució y ordenances.

(8) provisió per al cumpliment de lo que s'adiu ab els recursos naturals, incluint mineral, carbó de pedra, petroli y gas natural, recursos que son especificats més avall.

Els contractes de lloguer serán en lo substancial, com en el formulari que va unit a n'aquesta acta; podran no obstant, ferse en ells algunes variacions en cassos particulars, d'acort ab l'arrendatari, pels Fiduciaris, mitjansant la aprobació de la Comunitat cuan estigui organizada.

Tercer: Els Fiduciaris tindrán els poders y obligacions seguents:

(1) Haurán d'aplicar els ingressos de les terres de la Fideicomissió als objectes que aquí s'expressen y pel mateix órdre que aquí s'estableix. Els pagos en cada classe han d'esser fets complertament, o, si'ls ingressos no basten, se farán a prorrata per órdre:

(a) Pagarán tots els impostos y contribucions que siguien carregats sobre totes les terres que tinguin y sobre les millores que hi hagin

tant, si avaluades com a propietat moble com si inmoble, y l'interés sobre cualsevol hipoteca o alguna altra cárrega que hi hagi sobre dites terres.

(B) Pagarán tots els gastos rehonables, ademés dels qu'estan especificament enumerats, d'administració de la Fideicomissió, pero no incluint cap compensació per llurs serveys.

(C) Pagarán anyalment a Fiske Warren o a n'els seus administradors, executors o procuradors una cantitat no menor de cincuanta (50) pessetes cada any durant cent (100) anys y pagarán a dit Fiske Warren o a cualsevol altre persona de la que's compri terra mes tart, la cantitat que s'acordi y en la forma que's convingui a l'hora de la adquisició.

(D) Pagarán les altres cantitats que per acció dels Fideicomissaris se carreguin a la renta anyal, d'altre manera, per conveni.

(E) Pagarán tots els deutes en que s'incorreixi per adquisició de nova terra o per diners enmatllevats per als objectes de la Fideicomissió, cuan se degui y no s'hagi pagat d'altres procedencies y s'hagin obtingut per préstam o d'altre manera.

(F) Poden reservar cada any, per acció d'una majoría de Fiduciaris, una cantitat, si es que n'hi ha alguna, no excedint cap any de deu per cent de la entrada neta de tal any, que determini una majoría de Fiduciaris, com a fondo de gastos imprevistos per a esser usat cuan dita majoría cregui convenient, pera cualsevol d'els objectes autorizats per la Fideicomissió, incluint l'adquisició de mes terra y les propietats que's trobin en ella.

(G) Pagarán tots els impostos sobre'l bestiar resident en l'Enclau, perteneixent als membres de la Comunitat.

(H) Pagarán tots els impostos personals senyalats per tal any a n'els domiciliats en l'enclau.

(I) Els Fiduciaris estarán autorizats per a pagar a profit dels membres del Enclau domiciliats en ell, una cantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'ls Fiduciaris determinin, qu'aquells hagin satisfet a la Vall en concepte d'impost de tránsit per la carretera. Els Fiduciaris pagarán, si'ls hi sembla be, la cantitat qu'ells estimarán convenient, pero en cap cas excedirá d'un tant per cent de la contribució total de tránsit, qu'hagi cobrat la Vall en l'any anterior igual al tant per cent que representa la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau per concepte de contribucions territorial, de bestiar y personal y el total

de lo que pagui per tal concepte la Vall d'Andorra. La cantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirá entre els domiciliats en l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Será repartida en la forma seguent: (1) a cada un dels reclamants se'ls donará una cantitat igual a la que's donará al que tingui menos cantitat gastada, o sino, una part igual a cada un; (2) si sobren encare diners dels destinats pels Fiduciaris a n'aquest objecte, se repartirán per igual entre els demés, donant a cada un una part igual a la del que menos hagi sofert d'entre ells per aqueix concepte o la part que's pugui y aixis successivament mentres hi hagi diners dels destinats pels Fiduciaris per a aixó, sense que ningú pugui percibir més de lo que li ha costat o pagat o la part fraccional fixada pels Fiduciaris.

(3) Els Fiduciaris estarán autorizats per a pagar a profit dels membres del Enclau una cantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'els Fiduciaris determinin, que aquells hagin satisfet a la Vall en concepte d'impost d'Industria y Comers. Els Fiduciaris pagarán, si'ls hi sembla be, la cantitat que ells estimarán convenient, pero en cap cas excedirá d'un tant per cent de la contribució total d'Industria y Comers qu'hagi cobrat la Vall en l'any anterior, igual al tant per cent que representi la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau, per concepte de contribució territorial, de bestiar y personal, y el total de lo que pagui per iguals conceptes la Vall d'Andorra. La cantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirá entre els membres de l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Será repartida en la forma seguent: (1) a cada un dels reclamants s'els donará una cantitat igual a la que's donará al que tingui menos cantitat gastada, y sino, una part igual a cada un; (2) si sobren diners encare dels destinats pels Fiduciaris a n'aquest objecte, se repartirán per igual entre els demés, donant a cada un una part igual a la del que menos hagi sofert d'entre ells per aquest concepte o la part que's pugui, y aixís succesivament mentres hi hagin diners, dels destinats pels Fiduciaris a n'aquest objecte, sense que ningú pugui percibir més de lo que li ha costat o ha pagat o la part fraccional fixada pels Fiduciaris.

[2][1] Després d'efectuar els pagos pre-mencionats, tindrán de posar a

[1] Per equivocació en lo document original, lo nombre (2) va ser oblidat.

part per a usos públichs una certa cantitat de lo que resti, que sigui determinada cada any per els Fiduciaris segons llur criteri'ls hi dicti, pero no menor en conjunt d'un tant per cent de la renta bruta rebuda durant el primer any fiscal en que's cobrá renta, igual a un hu (1) per cent de tal any primer, y un adicional tant per cent, per cada any complert passat desde la fi de tal any primer, junt ab un tant per cent del aument en el segon any sobre el tal any primer igual a un hu (1) per cent per tal segon any y un tant per cent adicional per cada any transcorregut desde la fi del tal segon any, junt ab un tant per cent igual del aument, si es que n'hi ha hagut, de la renta bruta en cada any subseguent sobre l'any precedent igual a un hu (1) per cent per a tal any subseguent, y un hu (1) per cent adicional per cada any que hagi transcorregut.

Els Fiduciaris tindrán de pagar el montant posat apart de la manera descrita, a la dita Comunitat, pera que s'apliqui a usos publichs, en el sentit de que no poden esser deixats a individuos sense donar a un una ventatge sobre dels altres, y incluint llogar terres pera publich us y incluint la adquisició de mes terres, junt ab la propietat personal que puga esser rahonablement inclosa com a part de la transacció, per a esser retingudes per els Fiduciaris, els cuals, dintre un periode rahonable, haurán de vendrer totes les millores, exceptuant en cuant aquestes millores sigan retingudes per a l'us públich de la Comunitat. En cas de que no hi hagi cap Comunitat organizada a qui puga esser pagada tal cantitat, els Fiduciaris mateixos aplicarán tal cantitat a usos públichs de benefici comú a llurs arrendataris, o, a llur discreció, poden pagar la mateixa a la parroquia en que estiguin enclavades les terres.

Després de posar apart la cantitat per a usos públichs, en la manera predescrita:

(A) Els Fiduciaris usarán una mitat del balanç restant, per a comprar terra adicional per a l'enclau, o per a cualsevol altre enclau d'impost únich, o per a fundar un nou enclau d'impost únich, o per a deixar diners per a la compra de tal terra adicional, o per a la fundació de tal nou enclau, o passarán dita mitat a una Fideicomissió, si y sempre que n'hi hagi una creada per Fiske Warren per a tal objecte, deurán rebrer y usar tals pagos per els usos especificats en l'instrument per medi del cual se crehi tal Fideicomissió, o fins a que tal Fideicomissió siga creada poden retenir una tal suma ab poder de transferir la mateixa a tal nova Fideicomissió cuan siga creada, o si no s'en ha creat cap dintre cinch anys desde'l primer de Janer

de 1918, usar dits diners per a cualsevol dels objectes enumerats previament, y els Fiduciaris poden aplicar dita mitat de tal balanç a cualsevol dels usos prescrits, o les parts que'ls hi sembli a un o mes dels dits usos.

(B) Els Fiduciaris pagarán l'altre mitat de tal balanç a una Fideicomissió sempre y sempre que n'hi hagi una creada per el dit Fiske Warren com en la cláusula (A) més amunt escrita, y fins a que la tal nova Fideicomissió sigui creada retindrán la mateixa y la transferirán a dita Fideicomissió cuan dita Fideicomissió sigui creada, o si cap Fideicomissió no s'ha creat dintre cinch anys després del 1er de Janer de 1918, haurán d'aplicar els fondos que allavors retinguin de la mateixa manera prevista en la sobrescrita cláusula y de la manera que allá s'hi explica, la segona mitat del dit balanç será usada en la mateixa forma prevista respecte a la primera mitat.

[(3)] (4)[1] Els Fiduciaris tindrán el poder d'adquirir mes terres en els termes que llur discreció els hi dicti, incluint el poder de comprarles total o parcialment a credit, de pendrerles subjectes a hipoteca y ells mateixos demanar diners sobre el credit de dita terra y hipotecar la mateixa com a seguritat o garantía, o subjecte a les previsions en cuant a la aplicació d'entrades ja mencionada, carregar la renta rebuda de dita terra adicional, o de tota o part de la terra tinguda per ells incluint dita terra adicional, a un pagament per a satisfer l'interés de la cantitat de compra no coberta y pagar el preu de compra, o per pagar algun deute que hi hagi, o pera diners enmatllevats per a comprar dita terra, pero no tindrán cap autoritat en crear cap responsabilitat legal per part de la Comunitat pera pagar tal terra o crear cap obligació legal per la cual la renta de dita terra pugui esser presa y aplicada exceptuan per acte voluntari d'ells, carregant la responsabilitat del modo ja provehit, per a satisfer cualsevol obligació del preu de compra no cobert. Els Fiduciaris, ab la aprovació de la Comunitat tindrán el poder de sospendrer per el temps qu'els hi sembli y la Comunitat aprobi, el lloguer a pagar per cualsevol arrendament; la renta o lloguer sospés constituirá un primer dret sobre les millores (incluint el bosch que hi hagi) sobre dita terra y será pagable ab interés a la expiració del terme de suspensió o a la més próxima terminació del arrendament; dit dret pot esser posat en forsa apoderantse de dites millores y venentles o en alguna altre forma autorizada per la lley. Els Fiduciaris poden citar cualsevol lloguer sospés com a garantía per diners enmatllevats per ells. Els

[1] Aqueix nombre (4) es una errata en lo document original. Te de ser (3).

Fiduciaris poden, a cualsevol hora, vendrer, ab la aprobació de la Comunitat, cualsevol part de llur propietat que no estiga allavors baix arrendament y transferiría al comprador, lliure de tota Fideicomissió; el producte de la venta de cualsevol propietat pot esser aplicat als objectes a que pot destinarse la entrada surplus o sobrant y cap comprador será responsable per la aplicació que'ls Fiduciaris fassin dels diners de compra.

[(4)] (5)[1] Els poders dels Fiduciaris a enmatllevar inclueixen els poders de:

(A) Enmatllevar diners en una cantitat que, junta a tots els altres emprestits allavors existents, puji a una suma igual al valor determinat per els Fiduciaris a la terra possehida per ells, exclusivament de les millores que hi hagin, menos una deducció del hu (1) per cent del valor de cada parcela per cada any desde la data de la adquisició a la data del tal emprestit; fer tots els emprestits en la forma que'ls hi sembli y facilitar les probes del deute qu'els trihin, incluint, sense restringit la generalitat de les paraules precedents, obligacions, notes, certificats y pagarés; per els objectes d'aquesta provisió el valor de la terra será determinat multiplicant la renta grossa o bruta, rebuda durant l'any precedent per cent y dividintlo per cinch o per lo que allavors sigui la tasa legal d'interés d'Andorra; dit dret d'enmatllevar cuartos incluirá el dret d'enmatllevarlo ab la condició de pagarlos a un tant per any o mes sovint, per un número d'anys o la vida o vides de una persona o persones, o altre periode, com a interés o amortizació. El deute consistent en un conveni a pagar anyalment una suma fixa per un periode fixo a una vida o vides será el valor present al temps de la computació, de dit pagament anyal determinat sobre la base de la tasa legal d'interés que allavors prevaleixi a Andorra (a no esser que s'especifiqui una tasa diferent en el conveni ab qui degui cobrar l'anyada y el número d'anys qu'el pago fixat ha de durar, prenent en el cas d'una anyada per una vida o vides, la esperansa de vida o vides d'acort a les Taules Experimentals d'América.

(B) Obtenir un emprestit hipotecant tota o part de la terra possehida per els Fiduciaris en la forma y en els termes qu'els hi sembli millor, incluint el poder de fer una hipoteca oberta que provehirá per la obtenció d'altres deutes en que's pugui incorrer posteriorment y incluint el poder de fer una hipoteca, provehir o no, com els hi sembli, que en tot lo que pugui esser consistent ab un arrendament o arrendaments d'alguna parcela particular que allavors estigui en

[1] Aqueix nombre (5) es una errata en lo document original. Te de ser (4).

vigor o que pugui esser donat després que la hipoteca deurá o no deurá, segons sigui el cas, donar un dret a les millores allavors existents o que puguin esser posades mes tart sobre dita terra o sobre una part o parts de dita terra.

(c) Renovar cualsevol hipoteca are o després en forsa, cobrint cualsevol part de la propietat de la Fideicomissió.

(d) A llur discreció insertar en cualsevol arrendament com mes tart se proveeix, y convenir ab cualsevol present o futur arrendatari en modificar tal arrendament per la inclusió de una provisió autorizant als Fiduciaris a hipotecar la terra coberta per tal arrendament de la manera y en els termes ja especificats.

(e) Lliurar a tota persona que'ls hi deixi diners de tota obligació de cuidarse de com s'apliquin els diners deixats o investigar cualsevol fet, autorizant la acció de la Fideicomissió y que ells aleguen existir.

[(5)] (6)[1] Cap persona que pagui diners com a lloguer o altrament als Fiduciaris tindrán de mirarne per la aplicació ni cap persona en bona fe que rebi diners d'els Fiduciaris tindrá de mirar si el pago es fet o no d'acort ab els termes d'aquesta Fideicomissió.

[(6)][2] Els Fiduciaris haurán de colectar de tot y cada recurs natural, incluint tot mineral, carbó de pedra, petroli, y gas natural portats a flor de terra, el valor de tal recurs jayent en son propi lloch sense cap millorament per a ferne us o per a durlo a la superficie, y pagarán el montat cobrat a la Fideicomissió sempre y quan que n'hi hagi una creada per el dit Fiske Warren, per a esser usat per a els objectes que serán detallats en l'instrument creant tal Fideicomissió; y fins que tal Fideicomissió sigui creada será guardat y acumulat per els Fiduciaris, y si dintre cinch anys desde'l 1er de Janer de 1918 no s'ha creat tal Fideicomissió, allavors els Fiduciaris poden usar dits fondos ja acumulats, y tots els altres fondos acumulats, d'aquesta manera, per a cualsevol altre objecte autorizat per aquest instrument, de una tal naturalesa que mantingui indisminuit el valor original.

Quart: Tots els arrendataris y domiciliats en l'Enclau serán membres de la associació. Aquesta organització haurá d'existir cuan vint arrendataris s'hagin aixis organizat y's podrá organizar mitjansant la aprovació dels Fiduciaris cuan aquells arrivin a deu.

Quint: Cualsevol Fiduciari pot dimitir el seu cárrech fentho per

[1] Aqueix nombre (6) es una errata en lo document original. Te de ser (5).
[2] Per equivocació en lo document original el nombre (6) va ser oblidat.

escrit, ab nota notarial que será notificada als demes Fiduciaris. Sempre que's produeixi una vacant en el número dels Fiduciaris, els restants nomenarán un nou Fiduciari o Fiduciaris. Aquest nomenament haurá d'esser confirmat per majoría de votants en l'assamblea General si la associació está organizada, en assamblea expresament convocada a aquest objecte y de la manera prescrita en la constitució. El nomenament se fará ab escriptura pública notarial. El nou elegit tindrá els mateixos drets y obligacions que els demés Fiduciaris. Mentres estigui pendent el nomenament d'un nou Fiduciari els demés assumirán tots els drets y poders de la Fideicomissió y podrán exercirlos igual que si'l número fos complert.

Sise: Esceptuant en lo que está ja provehit diferentment, tota acció dels Fideicomissaris ha d'esser acte unanim de tots els Fiduciaris existents, pero cualsevol Fiduciari pot delegar a un altre Fiduciari la part de poders per el temps que's marqui que cregui convenient aixi com la Fideicomissió pot delegar una part dels seus poders a un o dos dels seus fiduciaris. Tal delegació per un Fiduciari o per la Fideicomissió pot esser revocada a cualsevol hora per ell mateix o per la Fideicomissió. Un Fiduciari pot delegar el seu poder en una cuestió que l'interessi personalment y allavors pot tractar aquella cuestió ab els demés Fiduciaris, lliure de les seves obligacions Fiduciaries.

Sete: Aquesta acta de Fideicomissió pot esser corretgida o terminada a cualsevol hora per medi de document escrit firmat per la majoría de Fiduciaris y aprobat en assamblea per la majoría dels membres de l'Enclau de Sant Jordi que allavors hi hagin presents, pero cap modificació pot afectar els drets que un llogater ha rebut dels Fiduciaris en el document d'arrendament ni determinará cap altre distribució o disposició de la terra que la que aquí s'indica.

Octau: A la terminació d'aquesta Fideicomissió a que's refereix l'article anterior, els Fiduciaris transferirán tota la propietat que allavors estigui en ses mans, subjecte a tots els lloguers allavors en vigor, absolutament y lliure de tota Fideicomissió a la persona o persones o cos corporatiu que la majoria de Fiduciaris que hi hagin allavors y la majoria de membres que allavors hi hagin en la Comunitat determini per escrit y si no arriben a entendrers, o si per alguna raho ja no hi ha comunitat, allavors a la Parroquia d'Andorra la Vella, o a les en que radiquin les terres. Tal transferencia será ab la condició de que tots els lloguers en existencia han de continuar en vigor; els llogaters estarán obligats a pagar com a lloguer la cantitat que convinguin

ells y el concessionari de la reversió, com a just equivalent, segons les circumstancies dels temps, de la renta económica menys els impostos y contribucions requerits d'el llogater, els cuals, segons les condicions de l'arrendament han d'esser pagades per l'arrendador; en cas de que l'arrendatari y'l concessionari no es puguin entendrer en cuant a dit equivalent, la cosa será arreglada per arbitratge. Si a n'el temps de la transferencia els pagaments a dit Fiske Warren o a cualsevol altre persona per la terra adquirida no s'han acabat, el concessionari continuará obligat a efectuar dits pagaments en la mateixa cantitat a que'ls Fiduciaris eren obligats d'efectuarlos.

Nove: Sempre que en aquest document se fa referencia a arbitratge, se enten que haurá d'esser de tres persones desinteressades, cada partit interessat triant una de les tres persones presentades per l'altre y la tercera part essent escullida per les dugues ja triades; el fallo per escrit de la majoria dels jutjes será definitiu y final per a abdues parts.

Dese: Una acta notarial firmada per la majoria dels Fiduciaris fent constar la existencia d'un fet, la existencia del cual es necessaria per a autorizar alguna acció presa per els Fiduciaris, será per a terceres persones proba concluent de la realitat y evidencia del fet a que fassi referencia l'esmentada acta notarial.

Onse: Els Fiduciaris, quan no existeixi constituida la Comunitat podrán exercir els drets de la mateixa ab totes les facultats y limitacions de la present acta.

Dotse: Els Fiduciaris, sensa que s'entengui que la imposen, procurarán que la Comunitat de llogaters Sant Jordi se desenrotlli, baix la constitució anexa en aquesta Acta de Fideicomissió.

Diligencia: En lo poble d'Encamp als vint y set Setembre de mil nou cents divuyt. L'infrascrit Notari donch fé de qu'l present document de Acta de Fideicomissió es el á que fa referencia l'acta de protocolització formalizada avuy, poch antes de la present diligencia, expressant el senyor requirent D. Joseph Alemany y Borrás, que salva les següents modificacions de concepte manuscrites en el text á maquina: El full primer queda totalment suprimit salvo l'encapçalament que diu: "Acta de Fideicomissió." En el full segon queden suprimides les set primeres ratlles. Tot ell está tatxat per medi d'una ratlla vertical limitada per dos d'horizontals. En el full nou, ratlla vint y dos, en el déu, línea primera y en el tretse, ratlla vint y dos, val la correcció manuscrita "1918" (mil nou cents divuit).

Quin text, amb les expressades modificacions, aprova el senyor requirent D. Joseph Alemany firmant aquesta diligencia, á la que han estat presents per testimonis, D. Joan Martisella, sabater, y D. Joseph Montellá, paleta, els dos vehins d'aquest poble. Joseph Alemany y Borrás. Juan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

CONTRACTE DE LLOGUER

Els Fiduciaris de Sant Jordi, baix acta de Fideicomissió datada el feta devant del notari D. Domingo Palmitjavila y Moles, d'ara en avant anomenats els arrendadors, qual expressió incluirá llur successors en Fideicomissió, sempre que el contexte ho permeti, per la present lloguen y deixen en arrendament a de d'ara en avant anomanat l'arrendatari qual expressió incluirá els hereus, executors, administradors y encarregats de l'arrendatari, en tot lo que el contexte ho permeti, la terra descrita a continuació, a Sant Jordi Parroquia d'Andorra la Vella, en la República d'Andorra, aixo es:

Tenir y retenir per el terme de anys, comensant en de l'any 19 , baix els seguents termes y condicions: L'arrendatari, pel fet d'acceptar aquest arrendament, se converteix en un membre de la Comunitat de Sant Jordi y accepta y s'ave a estar sotsmes a la Constitució y ordenances de la dita Comúnitat y a les provisions de dita Acta de Fideicomissió incluint les correccions que degudament s'hi fassin, y conve ab els arrendadors:

1. Pagar anyalment a n'els arrendadors per adelantat en el día 25 de Mars de cada any, comensant el proxim 25 de Mars, com a renta o lloguer anyul, una cantitat igual a la renta económica complerta de l'any, de dit tros de terra sense tenir en compte les millores que hi hagin a sobre, y tal renta o lloguer pot esser cada any senyalada per els Fiduciaris o per la Comunitat de Sant Jordi, d'acort ab l'arrendatari o per arbitratge en la forma ja provehida en dita Acta de Fideicomissió.

2. Pagar als arrendadors per cada fracció d'un recurs natural que sia posat a flor de terra, una cantitat de diner d'un valor igual al valor que tenia estant a sota la terra, cada vegada que d'ella 's tregui o a plassos convinguts per abdues parts. La cantitat pagable será fixada

pels Fiduciaris o la Comunitat d'acort ab l'arrendatari, o per arbitratge com está previst en l'Acta de Fideicomissió.

3. Observar y complir totes les ordenances o reglaments qui siguin determinats per la Comunitat de Sant Jordi y no permetrer que estigui en les terres cap persona que refusi obehirhi.

4. Permetrer als arrendadors que fassin les gestions necessaries per a la rebaixa dels impostos senyalats a l'arrendatari, les cuals, segons els termes del contracte de lloguer han d'esser pagats per els arrendadors.

5. Permetrer que tota o part de la terra arrendada siga presa per la Comunitat de la manera que sa forma d'organització disposi, per a cualsevol us públich per a la Comunitat a cambi del pago de danys y perjudicis segons está provehit en dita Acta de Fideicomissió.

6. Durant la continuació d'aquest arrendament no tallar o perjudicar o destruir intencionadament cap dels arbres de la propietat que tinga mes de deu (10) centímetres de diámetre en un punt cuaranta cinch (45) centímetres sobre la terra sense consentiment escrit dels Fiduciaris, ab la excepció de que els arbres que no existien en dites terres avans del 19 de Janer 1918 poden esser tallats y trets per l'arrendatari.

Els arrendadors convenen ab l'arrendatari:

Aplicar tota la renta cobrada de les terres llogades per ells baix dita Acta de Fideicomissió a n'els seguents objectes, en l'órdre especificat:

(A) Al pago complert o prorratable si no pot esser complert, de tots els impostos o contribucions que siguin legalment carregats sobre tota la terra que está, o estigui en temps a venir, sota aquesta Fideicomissió, incluint les millores sobre dita terra, tant si avaluades com a propietat moble com si inmoble, y de tot interés sobre tota hipoteca o cap altre cárrega que cobreixi dita terra o part d'ella.

(B) An'els objectes y de la manera que la Acta de Fideicomissió o cualsevol cambi que s'hi fassi proveeixi.

Per abdues parts se convé lo seguent:

a. Totes les millores fetes per l'arrendatari sobre dites terres serán y quedarán propietat de l'arrendatari, y poden ser tretes per l'arrendatari sempre que vulgui avans de la terminació d'aquest contracte d'arrendament, si la renta o lloguer no está allavors en retrás, y poden esser venudes o cedides per l'arrendatari a cualsevol persona ab el

mateix dret de treureles y si son venudes a un nou arrendatari de la terra poden esser retingudes per el nou arrendatari ab identichs drets d'endurseles com si fossin originalment seves; d'igual manera, cualsevol comprador pot, baix les mateixes condicions, vendrer tals millores. L'arrendatari o comprador de cualsevol millores estará obligat, al treurerles, a deixar les terres en tant bones condicions com estaven al erigirs'hi les millores y els Fiduciaris poden exigir una seguritat rahonable com a condició per a permetrer el trasllat.

b. Aquest arrendament pot esser terminat a cualsevol temps per els arrendadors per trencament de cualsevol dels convenis per part del arrendatari, mitjansant una noticia per escrit enviada trenta (30) dies abans demanantne compliment, enviada o clavada en les terres, ab l'excepció de que no hi haurá terminació per trencament del conveni número 3 a no esser que la ordenansa o reglament violat siga aprobat per els Fiduciaris y s'hagi declarat que la violació será causa suficient per a rescindir el contracte.

c. L'arrendatari pot acabar aquest contracte sembre que vulgui, mentres ne dongui noticia per escrit no menos de seixanta (60) dies abans, portada o enviada a n'els Fiduciaris, pero aquesta rescisió no lliurará al arrendatari de la obligació de pagar la renta complerta de tot l'any si ella te lloch durant el curs de l'anyada.

Diligencia: En el poble d'Encamp, als vint y set de Setembre de mil nou cents divuit. L'infrascrit Notari donch fe de que 'l present model de contracte de lloguer es el a que fa referencia l'acta de protocolització formalisada avuy, poch antes de la present diligencia, . . .

Quin text, . . . aprova 'l senyor requirent, D. Joseph Alemany, firmant aquesta diligencia, a la qu'han estat presents per testimonis, D. Joan Martisella, sabater, D. Joseph Montellá, paleta, els dos vehins d'aquest poble, que tambe firman. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fé—Y requerit, la signo y firmo, dia de sa data.

Domingo Palmitjavila y Moles, *Notari*

CONSTITUCIO[1]

Nosaltres, arrendataris de l'Enclau de Sant Jordi, a l'objecte de fomentar el progrés, industria y mútua ajuda dels residents en el mateix, organizen o creen la seva associació baix la Constitució seguent:

ARTICLE 1er.

Queda constituída aquesta Comunitat ab el nom de Comunitat de SANT JORDI y'ls afers comuns dels associats, excepte per lo que estigui ja establert en l'Acta de Fideicomissió, serán administrats pels mateixos arrendataris y associats, reunits en assemblea pública y per los delegats que aqueixa assamblea elegeixi.

ARTICLE 2on.

Tota persona domiciliada en l'Enclau será membre de l'Associació y tindrá veu en les assamblees generals; peró tindrán unicament vot en elles els que siguin arrendataris o caps de familia residents en l'Enclau y cada un tindrá un vot que donará o personalment o per son representant, delegat o procurador y'ls menors d'edat per son tutor o curador.

Tindrá lloch una assamblea general cada mes y será l'últim dissapte de cada mes a les set y mitja de la tarde en un local destinat a n'aquest objecte. Se donará noticia pública de cualsevol cambi en la data, lloch y hora de la reunió de l'Assamblea sempre que ocorri el cas, ab l'anticipació necessaria. A mes d'aqueixa reunió ordinaria de l'Assamblea General, sempre que cinch o mes dels residents o arrendataris ho demanin per escrit y ab sa firma, el President del Concell convocará l'Assamblea General extraordinaria. El Secretari de la Corporació haurá de notificar dita reunió a tots els arrendataris, fent constar l'hora y l'objecte de la mateixa.

ARTICLE 3er.

L'Assamblea General elegirá un Concell format de tres representants segons el sistema Hare de representació proporcional.

Aquest Concell servirá fins que s'en elegeixi un altre, y les eleccions haurán d'esser sempre per tot el Concell y no per representants separats, individualment. Dita elecció tindrá lloch sempre que una majoria de votants de l'Assamblea de la població ho determini aixis.

El Concell haurá d'elegir son propi president, y haurá de nomenar un Tresorer, subjecte a l'aprobació de l'Assamblea de la Comunitat, un Secretari, y tants altres empleats com l'Assamblea autorizi; tots els quals actuarán fins que s'hagi nomenat llur successor.

[1] Veure els Articles Quart y Dotse de l'Acta de Fideicomissio.

El Concell haurá d'administrar els afers de la Comunitat, subjecte a l'autoritat de l'Assamblea y a les provisions de l'Acta de Fideicomissió. Deixará terres a lloguer per órdre de tanda als qui ho demanin, a no esser que l'Assamblea ho disposi altrement, y haurá de senyalar cada any la renta o lloguer per l'us de dites terres, subjecte a recurs davant de l'Assamblea. S'haurá de sotsmetre a la Comissió de Fiduciaris un detall de dites evaluacions y senyalaments, els quals deurán fer els corresponents documents de lloguer y cobrar les rentes.

Totes les ordres per a gastos dels fondos comunals haurán d'esser firmades per algun dels representants y contrafirmades por un altre.

El Concell nomenará els comités permanents y empleará la gent que li sembli convenient, y empendrá els treballs públichs y gastará els fondos comunals que l'Assamblea General li autorizi.

ARTICLE 4rt.

El Secretari será nomenat pel Concell y efectuará tots els treballs de Secretari que li siguin encarregats. Servirá també com a Secretari de l'Assamblea General, y ha de guardar acta de tals reunions, y sotsmetreles per correcció o aprobació, a la próxima Assamblea.

Ell es qui haurá de rebrer les demandes de terra y guardarne una llista per ordre de demanda.

ARTICLE 5nt.

El Tresorer tindrá a carrech seus tots els fondos comunals que no estigan en mans de la Fideicomissió; portará cuidadosament els llibres de comptaduria y'ls haurá d'ensenyar per revisió sempre que se li demani. Pagará fondos comunals en vista d'una ordre firmada per un dels representants y contrafirmada per un altre.

Haurá de donar la garantía que el Concell requereixi.

Los comptes, tant dels Fiduciaris com del Tresorer serán revisats y comprobats y revisats al menys cada sis mesos per un comité de tres, nomenat per el President de l'Assamblea General.

ARTICLE 6se.

Aquesta Constitució pot esser corretgida, alterada o abrogada per una majoría de vots dels presents en cualsevol de les Assamblees ordinarias o en cualsevol de extraordinaria ab la condició de que s'hagi avisat la celebració de tal Assamblea al menys una setmana avans, a cada un dels arrendataris.

ARTICLE 7te.

Aquesta Constitució entrará en efecte tant punt hagi sigut firmada per el nombre requerit de llogaters.

DILIGENCIA: En el poble d'Encamp, als vint y set Setembre de mil nou cents divuit. L'infrascrit Notari faig fe que'l precedent model de "Constitució" es el a que fa referencia l'acta de protocolització aixecada poch abans d'aquesta diligencia y que son text queda aprovat per el senyor requirent, D. Joseph Alemany, el qual firma junt ab els senyors testimonis, D. Joan Martisella, sabater. D. Joseph Montellá, paleta, abdós vehins d'aquest poble. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—Y requerit la signo y firmo a Encamp, dia de la data d'esta diligencia.

Domingo Palmitjavila y Moles, *Notari*

[*Translation*]

ST. GEORGE

In the town of Encamp, September 27, 1918.

Before the undersigned notary public of the Valleys of Andorra, residing at Encamp, and the witnesses finally named, has appeared Don Joseph Alemany y Borrás, of age, married, engaged in commerce, citizen of Barcelona, and has said:

That in quality of owner of the lands constituting the enclave of St. George, in virtue of conveyance executed in his favor by Don Fiske Warren, somewhat earlier than the present document, which conveyance is in the possession of the undersigned notary, he delivers to me the Deed of Trust, which contains the fundamental provisions regulating the operation of the said enclave, in order that I may protocolize it in my manual of public documents, and which I annex as a part of the present document. Together with the Deed of Trust he delivers to me at the same time a form of lease and also another form called The Constitution, which I annex also as a part of the present document.

He requests that the protocolized documents be considered as public, authorizing me to deliver as many copies as are needed and asked for, at the same time requiring of me that I make the authenticity of each copy appear at the end.

To cover all of which I have been required to form the present deed, at which are present as witnesses Don Joan Martisella, shoemaker, and Don Joseph Montellá, master of works, both citizens of this town.

And the said Alemany, known to me, the undersigned notary, signs together with the witnesses, to which I give faith.

Joseph Alemany y Borrás
Joan Martisella, *Witness*
José Montellá, *Witness*

Before me,

Domingo Palmitjavila, *Notary*

DECLARATION OF TRUST

Name of Trust

FIRST: The concessionaries under this instrument shall be known as the Trustees of St. George.

SECOND: The Trustees shall set apart for public or common use of the association or members of the Community hereinafter referred to such portions of the property as they deem advisable and which the said community, when it shall exist, shall itself determine, and shall withdraw from public or common use such land from time to time as the same Community shall determine in the form which it has to take to conform with its constitution; the said Trustees shall give leases for ninety-nine (99) years or shorter terms for such parcels as to them it seems good, of land not already assigned to public use, upon their own responsibility, until the Community shall be in existence, and with its consent and approval when it exists and is organized, to such persons or corporations as apply. Such leases shall:

Use of Property

Leases

(1) Provide for a rate of payment or annual rent which shall be equivalent to the economic rent of the land leased, and shall be fixed each year by the Trustees in agreement with the lessee as long as there shall not exist a sufficient number of lessees to constitute the association, and in agreement with the said Community as soon as it shall exist and be organized; any lessee not accepting the rate determined by the Trustees or by the Community can demand an arbitration to determine the proper rate of the lease for that year; the Trustees may, if they deem the rent or rate of payment to be paid by any one of the leaseholders as fixed by the Community too low, require an arbitration between themselves and such leaseholder, and, if the leaseholder believes that it is too high, he can demand arbitration between him and the Community or between him and the Trustees,

Rental

Arbitration as to Amount

if the Community is not in existence, to fix the rate of rent; the arbitration shall be in the manner provided in this Deed of Trust, and the decision by arbitration shall be final;

(2) Provide that all the works or improvements made upon the leased land shall be the property of the lessee, and may be removed by him or by any purchaser or by whatever person to whom they have been conveyed before the termination of the lease, if the rent is not then in arrears; if sold to a new tenant of the land before right of removal terminates, they may be held by him with the same rights as if they had been made by him;

Improvements

(3) Provide that the Trustees shall from the income received from leases to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all of the land of the enclave and upon the works and improvements thereon, whether assessed as real estate or personal property, and all the interest upon any mortgage or other encumbrance covering such lands;

Taxes

(4) Provide that the same Trustees may, in the name and behalf of any lessee, apply for and prosecute any proceedings for abatement of the taxes assessed to such lessee payable by the Trustees;

Proceedings for Abatement of Taxes

(5) Provide that all or any part of the property leased may at any time, by action of the Community, when there is an organized Community, be taken for any public use of the associates; in such a case the Community shall pay for the injury and damage to the lessee if the lessee has suffered thereby; if the injured lessee is dissatisfied with the sum awarded by the Community, it shall be fixed by arbitration;

Taking for Public Use

(6) Provide that the lease may be terminated for violation by the lessee of such rules and ordinances as the Community enacts and declares to be sufficient cause for the termination of the contract, and as the Trustees approve;

Termination

(7) Provide that the lessee by the sole fact of acceptance of a lease becomes a member of the Community as soon as it is organized and he accepts its constitution and ordinances;

Adherence to Community

(8) Provide for compliance as to all natural resources including all mineral, coal, oil and natural gas, with the provisions hereinafter contained.

The leases shall be substantially in the form hereto annexed,

nevertheless there may be made by the Trustees in accord with the lessee, subject to the approval of the Community, when it exists, some changes in special cases.

THIRD: The Trustees shall have the following powers and obligations:

(1) They shall apply the income received by them from the lands of the trust to the purposes here set down, and in the order which is here established; the payments in each class must be made in full or ratably if the income does not suffice.

Use of Income

(A) They shall pay all taxes and assessments that may be charged upon all the lands which they hold and upon the improvements thereon, whether assessed as real estate or personal property, and the interest upon whatever mortgage or other encumbrance covering such lands.

Taxes

(B) They shall pay all the reasonable expenses, other than those specifically enumerated, of administering their trust, but not including any compensation for their services.

(C) They shall pay annually to Fiske Warren, or his executors, administrators or assigns, a sum not less than fifty (50) pesetas every year during one hundred (100) years, and they shall pay to the said Fiske Warren, or to any other person from whom land shall be bought later, the sum fixed and the form agreed upon at the time of acquisition.

Payment to Fiske Warren

(D) They shall pay such other sums as by action of the Trustees may be charged by agreement or otherwise on the annual rent.

Charges against Rent

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the Trust as may become due and not be paid from other sources or be provided for by loan or otherwise.

Payment for New Land

(F) They may reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the net rent for such year as such majority may determine, as a fund for unforeseen expenses, to be used whenever such majority think proper for any of the purposes authorized by the Trust, including acquisition of additional land and property thereon.

Reservation of Income

(G) They shall pay the taxes upon hoofed animals residing in the enclave and belonging to members of the community.

Taxes

(H) They shall pay all personal taxes assessed for such year upon persons domiciled in the enclave.

(I) They shall be authorized to pay for the advantage of members of the enclave domiciled in it a sum intended to cover the payment of such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on transit by the highway. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on transit received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amounts paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

(J) They shall be authorized to pay for the advantage of members of the enclave a sum intended to cover the payment or such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on industry and commerce. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on industry and commerce received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish

to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amount paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

Public Purposes

(2)[1] After making the foregoing payments they shall from any surplus remaining set apart for public purposes such amount as the Trustees may in each year think fit, but not less than in the aggregate a percentage of the gross rent received during the first fiscal year in which any rent was collected equal to one per cent of such first year, and one per cent additional for each full year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year equal to one per cent for such second year and one per cent additional for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rental in each succeeding year over the preceding year equal to one per cent for such succeeding year, and one per cent additional for each year since elapsed. The amount so set apart the Trustees shall pay over to the said community for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be included as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell all the improvements, except so far as such improvements are retained for public use of the Community. In case there is no organized Community to which such income can be paid over, the Trustees shall themselves apply such sum to public uses for the

[1] By mistake in the original document the figure (2) was here omitted.

common benefit of their lessees, or in their discretion may pay the same to the parish in which the lands are situated.

After setting apart the sum for public uses as above provided:

(A) The Trustees shall use one-half of the balance remaining to buy additional land for the enclave, or for any other single tax enclave, or to found a new single tax enclave, or to lend money either for the purchase of such additional land, or for founding such new enclave, or shall turn over such half to a Board of Trustees, if and whenever there is one created by Fiske Warren, to receive and use such payments for such purposes as may be specified in the instrument creating such Board of Trustees, or until such Board is created may hold any such sum with power to turn the same over to such Board when it is created, or if none is created within five years from January 1, 1918, to use such money for any of the other purposes above enumerated, and the Trustees may apply said half of such balance to any of the foregoing purposes, or in such shares as they think fit to one or more of said purposes.

(B) The Trustees shall pay over the other half of such balance to a Board of Trustees if and whenever there is one created by said Fiske Warren as in clause (A) above set forth, and until such Board is created shall hold the same and turn it over to such Board when such Board is created, or if no Board is created within five years after January 1, 1918, shall apply the fund then held by them in the same manner as provided in clause (A) above, and shall thereafter use the second half of said balance in the same manner as above provided with respect to the first half.

(3)[1] The Trustees shall have the power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate, and to mortgage the same as security or guaranty, or, subject to the provisions as to application of income above set forth, to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the Community

Powers as to Acquiring Additional Land

[1] By mistake in the original document this figure appears as (4).

to pay for any such land or to create any legal obligation by which the rental of the said land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the Community, shall have power to suspend for such time as they think fit and the Community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the Community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser shall be responsible for the application which the Trustees make of the purchase money.

(4)[1] The powers of the Trustees as to borrowing shall include the power:

(A) To borrow money to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by five or other figure representing the then legal rate of interest in Andorra; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or the life or lives of any person or persons, or other period, by way of interest or amortization; a debt consisting of an agreement to pay annually a fixed sum during a fixed period or for a life or lives shall be the present

Power to Borrow

[1] By mistake in the original document this figure appears as (5).

worth at the time of computation of said annual payment, determined upon the basis of the legal rate of interest then prevailing in Andorra (unless a different rate shall be specified in the agreement with the annuitant) and the number of years during which the fixed payment is to continue, taking in the case of an annuity upon a life or lives the expectation of life or lives according to the experimental tables of America;

(B) To secure any loan by mortgage of all or any part of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted, and including power to provide or not, as they think fit, so far as may be consistent with any lease or leases or any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may hereafter be put upon such land or any parcel or parcels thereof;

(C) To extend any mortgage now or hereafter in force covering any of the trust property;

(D) In their discretion to insert in any lease as hereafter provided, and to agree with any existing or future lessee upon modifying such lease by including therein a provision authorizing the Trustees to mortgage the land covered by such lease in the manner and on the terms above specified.

(E) To relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

Responsibility of Payors and Payees

(5)[1] No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof, and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

(6) The Trustees shall collect from any and every natural resource, including all mineral, coal, oil and natural gas brought to the surface of any land, the value of such resource as it lay in the ground without any improvements for making use of it or bringing it to the surface, and shall pay over the amount collected to a Board of Trustees,

[1] By mistake in the original document this figure appears as (6).

if and whenever there is one created by said Fiske Warren, to be used for purposes to be specified in the instrument creating such Board; and until such a Board is created shall be held and accumulated by the Trustees hereunder, and if within five years from January 1, 1920, no such Board has been created, then the Trustees hereunder may use said fund already accumulated, and all further amounts so collected, for any other purpose authorized by this instrument of such a nature as to constitute a capital expense.

The Community

FOURTH: All the lessees and persons domiciled in the enclave shall be members of the association. This organization shall exist whenever twenty (20) lessees shall have so organized, or the Community may be organized with a minimum of ten (10), subject to the approval of the Trustees.

Resignations Vacancies

FIFTH: Any Trustee may resign his trust by notarial act announced to the other Trustees. Whenever a vacancy exists in the number of Trustees, the remaining Trustees shall appoint a new Trustee or Trustees. This appointment must be confirmed by a majority of those voting in a general meeting, if the Community is organized, called expressly for this purpose and in the manner prescribed by the Constitution. The appointment shall be made by public notarial document. The new Trustee elected shall have the same rights and obligations as the other Trustees. Pending the appointment of a new Trustee, the others shall assume all the rights and powers of the Trust and shall exercise them as if their number were complete.

Action by Trustees

SIXTH: Except as otherwise provided herein, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he indicates and thinks proper; such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

Amendments and Termination

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing signed by a majority of the Trustees and approved in writing by a majority of the members for the time being of the enclave of St. George, but no such amendment shall impair any

of the rights of a lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the land than is herein provided for.

Final Disposition of Property

EIGHTH: Upon the termination of this Trust as indicated in the previous article, the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the Community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any Community, then to the parish of Andorra la Vella, or to the parishes in which the lands are situated. Such conveyance shall be upon the terms that all the leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon between them and the grantee of the reversion as a fair equivalent according to the circumstances of the time of the economic rent less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of the conveyance the payments to be made to the said Fiske Warren, or to any other person, for land acquired, have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

Arbitration

NINTH: Wherever a reference to arbitration is provided in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

Approval of the Community

TENTH: A notarial act signed by a majority of the Trustees, stating that certain persons constitute a majority of the members of the enclave, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees shall, as to third persons acting in reliance thereon, be conclusive evidence of such statement therein contained or of the existence of such fact.

ELEVENTH: The Trustees, whenever there is no organized Commu-

nity in existence, may exercise all the powers of the same with all the faculties and limitations of this trust.

TWELFTH: Without intending to create hereby an obligation, the Trustees will provide that the Community of St. George shall form itself under the constitution annexed to this deed of trust.

LEASE

THE Trustees of St. George, under deed of trust dated September 27, 1918, made before the notary, Don Domingo Palmitjavila y Moles, hereinafter called the lessors, which expression shall include their successors in trust whenever the context permits, hereby demise and lease unto of , hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in St. George, Parish of Andorra la Vella, Republic of Andorra, to wit:

TO HAVE AND TO HOLD for the term of years, beginning A.D. 19 , upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of St. George and accepts and covenants to be bound by the constitution and ordinances of said Community, and by all the provisions of said Deed of Trust including any amendments duly made thereto, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the 25th day of March of each year, beginning the 25th of March next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of St. George, in agreement with the lessee subject to revision by arbitration as provided in said deed of trust.

2. To pay to the lessors for whatever part of any natural resource shall be brought to the surface of the land an amount of money of a value equal to the value of such resource as it lay in the ground, every time that it is brought up, or at periods agreed upon by both sides. The amount payable shall be fixed by the Trustees or the Community in agreement with the lessee or by arbitration as provided in the deed of trust.

3. To observe and comply with all the ordinances or rules enacted by the Community of St. George, and not to permit any person to remain on the premises who refuses to obey them.

4. To permit the lessors in their discretion, in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

5. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization provides for any public use for the Community upon payment of damages determined in the manner provided in said deed of trust.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than ten (10) centimetres in diameter at a point of forty-five (45) centimetres above the ground, without the written consent of the Trustees, except that trees which were not growing on the demised premises January 19, 1916, may be cut and removed by the lessee.

The lessors covenant with the lessee:

To apply all rent collected from premises leased by them under said Deed of Trust to the following objects in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon all the land which is or shall be in the future under this trust, including the improvements on said land, whether fixed or movable, and all interest on any mortgage or any other charge which covers said land or a part thereof.

(B) To the objects and in the manner which the Deed of Trust, or any amendment thereof, may provide.

It is agreed by the parties hereto:

a. All improvements made by the lessee upon the demised premises shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as

good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

b. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered *3*, unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted with postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

CONSTITUTION[1]

We, lessees of the enclave of St. George, with the object of encouraging progress, industry and mutual helpfulness, organize or create our association under the following Constitution:

MEETINGS

Article 1.

This Community is organized under the name of the Community of St. George, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the lessees themselves and their associates in public meeting assembled, and by such officers as they shall elect.

Article 2.

Every person domiciled in the enclave shall be a member of the association and shall have a voice in the general meetings; but only those who are holders of leases or heads of families residing in the enclave shall have power of voting, and each shall have one vote which he shall give either personally, or by his representative, delegate or attorney, and minors by their tutor or guardian.

A general meeting shall be held every month, and it shall be on the last Saturday of each month, at 7.30 p.m., in a place designated

[1] See Articles Fourth and Twelfth of the Declaration of Trust.

for the purpose. Public notice shall be given of any change in the date, place or hour, whenever such shall occur, with the necessary preliminary interval.

In addition to this regular general meeting, the chairman of the Council shall call a special general meeting, whenever five or more of the residents or lessees shall demand it in writing over their signatures. The secretary of the corporation shall notify all lessees of such meeting, stating the time and object.

COUNCIL

Article 3.

The general meeting shall elect a Council consisting of three Representers under the Hare System of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representers separately. Such election shall be held, whenever a majority of those voting in a meeting of the population determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the meeting of the Community, a Clerk, and all such other officers as the meeting shall authorize.

The Council shall administer the affairs of the Community, subject to the authority of the meeting and the provisions of the Deed of Trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees with the recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representers and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

CLERK

Article 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the general meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representers and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts, both of the Trustees and of the Treasurer, shall be audited at least every six months by a committee of three appointed by the chairman of the general meeting.

AMENDMENTS

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular or special meeting, provided that notice of such meeting shall have been sent to every lessee at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it shall be signed by the required number of lessees.

SHAKERTON

THE enclave of Shakerton had its beginning in the fall of 1921, when 6.07 acres of land in the town of Ayer, Massachusetts, one mile from the railway station and close to the eastern border of Camp Devens, were bought by the Trustees of Shakerton and leased to the former owners, who repurchased from the Trustees the buildings and other improvements. This land is situated on the line between Ayer and Harvard, and is contiguous to the new land in Harvard added to Tahanto in 1921. The Trustees of Shakerton are Roland B. Dixon and Fiske Warren. The lessees are Marion Gay McLaren, .62 acres, and Charles E. Stone and Martha D. Stone, 5.45 acres.

DECLARATION OF TRUST

WHEREAS certain real estate in the town of Ayer, Massachusetts, has by deed of even date herewith been conveyed by Aaron Smith of Boston, Massachusetts, to Roland B. Dixon of Harvard, Massachusetts, and Fiske Warren of Harvard, Massachusetts, as joint tenants and not as tenants in common,

WHEREAS said Roland B. Dixon and Fiske Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth;

NOW THEREFORE, we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Aaron Smith and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

Name of Trust

FIRST: The Trustees under this instrument shall be known as the Trustees of Shakerton.

SECOND: The Trustees shall from time to time set apart for public

use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community;

Use of Property

Leases

the Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time set apart for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons including corporations, as may apply therefor and may be approved by said community, or, if there is at the time no organized community, by the Trustees. Such leases shall

(1) provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental; the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

Rental

Arbitration as to Amount

(2) provide for payment by the leaseholder to the lessors for whatever part of any natural resource shall be brought to the surface of the land of an amount of money of a value equal to the value of such part of such resource as it lay in the ground, such payments to be made periodically at times fixed by the lessors. The amount payable shall be fixed by the Trustees or by the community if and whenever there is an organized community in existence with the same rights to revision by arbitration as above provided in respect to rent;

(3) provide that all improvements upon the leased land made or acquired by the lessee shall be the property of the lessee, and may be

removed from the land by the lessee or by any person purchasing or otherwise acquiring the same from the lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him; any improvements not removed before the right of removal terminates shall become the property of the Trustees, but may be released and removal thereof may be permitted by them on such terms as they think fit;

Taxes

(4) provide that the Trustees will from the income (not including payments for natural resources) received from real estate from time to time to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

Proceedings for Abatement of Taxes

(5) provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

Taking for Public Use

(6) provide that the land of any lessee, or any part thereof, including any improvements thereon, may, at any time, by action of the community, when there is an organized community, in such manner as its form of organization may provide, be restricted in its private use, or taken for public use, by the community; all such restrictions shall be for the regulation of the purposes for which, or of the manner in which, property in a specified area shall be used; and such taking for public use shall include the right to relet or to sell or assign the property taken for private use subject to such restrictions; in case of any such restriction or taking, the community shall award damages, if the lessee has suffered any damage thereby; but no such damages shall be awarded for alleged loss based upon the value of the leasehold interest in the land; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(7) provide that the lessee shall be subject to such restrictions on the

purposes for or the manner in which the land shall be used as the Trustees may therein provide and that the lease may be terminated for violation of any such restrictions or violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

Restrictions on Use and Termination

(8) provide that every leaseholder by acceptance of a lease becomes a member of the community and if there is an organized community thereby accepts its constitution and ordinances;

Adherence to Community

(9) provide that in case the land leased is outside the present boundaries of the town of Ayer the lease may in the discretion of the Trustees provide that the Trustees may at any time sell the reversion in the lease to the Trustees under any substantially similar declaration of trust covering any land in the town in which the leased land is situated, and that upon such sale or at any time thereafter the lessee will upon request surrender his lease and simultaneously take from such purchasing Trustees a lease for the unexpired balance of the term in such form as is then in use by such purchasing Trustees.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other than those enumerated above. The Trustees, with the approval of the community, may with the consent of the individual lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

1. They shall apply the income received by them from all the land from time to time held by them in trust, except payments for natural resources brought to the surface, to the following purposes, in the following order, payments in each class to be made in full or ratably if they cannot be made in full:

Use of Income

(A) To pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it.

Taxes

(B) To pay all the reasonable and proper expenses, other than those

herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

(c) To pay annually to the Trustees under declaration of trust dated September 3, 1920, known as The Georgian Trust, their successors in trust or assigns a sum not less than one (1) dollar until the total sum of one hundred (100) dollars shall, together with interest on the unpaid balance each year at the rate of three and one-third per cent per annum, have been so paid, and shall pay in like manner to any other person from whom land may hereafter be acquired such sum by instalments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed.

Payment to Georgian Trust

(d) To pay such other sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rental.

(e) To pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purpose of the trust that may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(f) To reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund, and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(g) To pay all taxes and assessments levied under the laws of the Commonwealth of Massachusetts on tangible personal property, other than improvements, situated on the trust real estate and belonging to members of the community, or to persons who if twenty-one (21) years of age would be members of the community.

(h) To pay all poll taxes levied under the laws of Massachusetts upon members of the community residing in the enclave, and all charges for registration of or licenses to operate automobiles (or motorcycles) located within the enclave granted by the Commonwealth of Massachusetts to members of the community residing in the enclave or persons being minors so residing who would have been members if twenty-one (21) years of age.

(i) To distribute at such times in each year as they think fit, among the persons living at the beginning of such year (or their legal representatives) who in the preceding year

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax assessed under the laws of Massachusetts upon personal property other than tangible personal property included in clause (G) above or upon income, such amount if any as said Trustees think fit not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on such personal property and income assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(J) To distribute at such times in each year as they think fit, among the persons who living at the beginning of such year (or their legal representatives)

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax under the laws of the United States upon income or profits (including surtaxes), such amount, if any, as said Trustees think fit not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on income or profits assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(K) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town;

as have in their capacity as such executors or administrators in the preceding year paid any tax, or taxes, under the laws of Massachusetts in the nature of an inheritance, succession or legacy tax on the estate of such decedent, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of inheritance, succession or legacy taxes received by the Commonwealth of Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(L) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death were, and for five (5) years next preceding had been lessees or members of the community, as have in the preceding year paid any tax or taxes under the laws of the United States in the nature of an estate, inheritance or succession tax, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of estate, inheritance or succession taxes received by the United States from the estates of deceased persons in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(M) To distribute at such times in each year as they think fit, among persons who at the time are and during the preceding year were

(1) members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town, and during said preceding year have imported into the land area held by the Trustees of Shakerton from foreign countries goods on which they have paid customs duties for which they show official receipts, such amount, as said Trustees think fit, not exceeding nine-tenths and not less than one-tenth of a sum which

bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate customs taxes levied for Massachusetts (computed by multiplying the per capita customs taxes in the United States by the population of Massachusetts, as shown by the official census (whether State or Federal) last published) bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon.

The community by vote of a majority of those present at a meeting called for the purpose, or if there is no organized community the Trustees by unanimous vote may from time to time exclude from participation in any benefit under this clause (M) any member suspected of practices subversive of the object of the clause as interpreted and determined by such meeting or by the Trustees as the case may be.

(N) Every distribution under the five preceding clauses shall be made only among such of the persons specified in the respective clauses as shall make written demand therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita (the executors or administrators of a deceased person to count as one only), except that no person in any class shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year; any part of an equal per capita share so withheld shall be divided equally among the other shares subject to the same limitation. The provision of the five preceding clauses shall be applicable as to taxes levied by the Commonwealth of Massachusetts or the United States under laws now in force or any amendments thereof or substitutes therefor levying taxes of a similar nature. The decision of the Trustees as to whether any tax falls within the provision of any of said clauses shall be final.

2. After making the foregoing payments the Trustees shall pay over the surplus remaining to the community hereinafter referred to for application to public uses in the sense hereinafter defined, up to an amount equal in the aggregate to a percentage of the gross rent received by the Trustees during the first fiscal year in which year rent was collected equal to one per cent of such first year and one additional per cent for each year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year, equal to one per

Public Purposes

cent for such second year and one additional per cent for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rental in each succeeding year over the preceding year, equal to one per cent for such succeeding year and one per cent additional for each year since elapsed. From the balance of such surplus there shall be paid so far as the surplus suffices such sums as will satisfy all obligations of the Trustees specifically charged upon such surplus. Of the remainder, if any, of such surplus one-half shall be paid to The Georgian Trust so-called, if then in existence; and the other half, or all, if The Georgian Trust is not then in existence, shall, at the discretion of the Trustees, be used for the acquisition of additional real estate for the enclave of Shakerton; or to found, acquire real estate for, pay the debts incurred in the acquisition of real estate for, or lend money to, any new or existing single tax enclave, or shall be paid to the community for application to public uses in addition to the amount previously above provided, or shall be applied in such shares as they see fit to one or more of said purposes. Public uses for the purposes of this article shall be uses public in the sense that they cannot be left to individuals without giving one an advantage over others and including hiring any real estate for public use, and the acquisition of additional real estate together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees hereunder, the Trustees to sell within a reasonable period any improvements on land so acquired except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which the income can be paid over as hereinabove provided, the Trustees shall themselves apply such surplus income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the town of Ayer.

The Trustees shall collect from any and every natural resource, including all mineral, coal, oil and natural gas brought to the surface of the land, the value of such resource as it lay in the ground without any improvements for making use of it or bringing it to the surface and shall pay over the amount collected to The Georgian Trust so-called, or if and whenever said Georgian Trust is not in existence, shall hold all such sums as capital and as a part of the trust property with full power of investment and reinvestment, and shall apply the net income therefrom as a part of the income derived from the land held in trust to the purposes hereinbefore specified.

3. The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security, or subject to the provisions as to application of income above set forth to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the community, shall have power to suspend, for such time as they think fit and the community approves, the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may with the approval of the community at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

Powers as to Acquiring Additional Land

4. The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal, in the aggregate, with all loans at the time outstanding, to the value, as determined by the Trustees, of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebt-

edness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or for the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to grant rent-charges upon any part or parts of the trust estate or upon all of it, in such form and on such terms as they think fit; such rent-charges shall be included in computing the indebtedness for the purpose of limitation on borrowing power under the foregoing clause, each rent-charge being taken for the purpose at the present value, at the time of the computation, of an annuity of like amount payable for the unexpired term on a six per cent basis;

(C) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted or other evidences of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given, that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(D) to extend any mortgage now or hereafter in force covering any of the trust property;

(E) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(F) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

5. The Trustees may make a sale or conveyance of leased land to the Trustees under any declaration of trust similar to this covering land in the same town in which such leased land lies.

6. No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: The community herein referred to shall consist of all the persons not less than twenty-one (21) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and of such other persons not less than twenty-one (21) years of age residing on the trust estate, as may by any form of organization adopted by such leaseholders be associated with them. The community shall exist as an organization whenever not less than twenty (20) leaseholders have so organized or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized, and shall continue so long as such organization is maintained and not less than twenty (20) leaseholders remain members, or with the written approval of the Trustees as long as not less than ten (10) leaseholders remain members. The words "members of the community" wherever used shall, unless plainly inconsistent with the context, mean the persons above described as forming the community irrespective of whether there is or can be an organized community as above defined or not.

FIFTH: The Trustees may at any time in the manner hereinafter provided for filling a vacancy add one to their number and thereafter the number of Trustees shall be three. Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Middlesex South District, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly

Resignations

Vacancies

New Trustees

with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter. If such delegation shall concern the sale of land to the Trustees and the community shall then be in existence, the price agreed upon shall then be laid before a meeting of the community for its approval. If the community disapproves, the price shall be referred to arbitration between the community and the Trustee, the standard of value to be applied by the arbitrators being the fair market price at the time of the agreement. The Trustees may by instrument in writing authorize the Council of the community to act as their agents in any matter and may revoke such authority; so far as authorized by the community expenses incurred in so acting shall be paid from the funds of the community

Action by Trustees

Delegation of Powers

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the community of Shakerton, or approved at each of two meetings held within not more than two months of each other and not less than one month apart, called by notice in writing to all members, such call giving notice of the proposed amendment and such approval being in each case by affirmative vote of a majority of all the members of the community, or by affirmative vote of a majority consisting of not less than ten individual members present

Amendments and Termination

in person or by proxy of those so present at such meeting and voting, but no such amendment shall impair any of the rights of a lessee from the Trustees under this lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

Duration of Trust

EIGHTH: Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: M. Phillips Mason, said Fiske Warren, said Roland B. Dixon; Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren; and Rachel Warren Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; and Samuel K. Lothrop, Jr., and Joan Patricia Lothrop, being children of said Rachel Warren Lothrop; and Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw.

Final Disposition of Property

NINTH: Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or, if for any reason there is no longer any community, then to the town of Ayer. Such conveyances shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person, for land acquired have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

Arbitration

ELEVENTH: A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Middlesex South District Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained, or of the existence of such fact.

Authentication of Facts

TWELFTH: Whenever the approval of the community is required for any act, such approval may be given by majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: In every written lease, deed, mortgage or contract which the Trustees may make, reference shall be made to this instrument, and the person or corporation contracting with the Trustees shall look only to the funds and property of the trust for payment under such contract or for payment of any mortgage debt, judgment or decree or of any money that may otherwise become due or payable by reason of the failure on the part of the Trustees to perform such contract in whole or in part, and no Trustee present or future shall be personally liable therefor. The Trustees shall be responsible only for wilful breach of trust, and no Trustee shall be liable for allowing any other Trustee or Trustees to have possession of the trust books, or to make collections, or to have the sole custody of the trust moneys, and no Trustee shall be responsible except for his own acts. No bond or surety shall ever be required of any Trustee acting hereunder.

In witness whereof, we, the said Roland B. Dixon and said Fiske Warren have hereunto set our hands and seals this 29th day of November, a.d. 1921.

Roland B. Dixon {S.}
Fiske Warren {S.}

Commonwealth of Massachusetts.
Middlesex, ss. *Ayer, Nov. 29, 1921*

Then personally appeared the above-named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Ralph L. Hastings, *Justice of the Peace*

My commission expires: Aug. 30, 1923.

Cambridge, Mass., Dec. 1, 1921

At 4 o'clock and 45 minutes p.m., received and entered with Middlesex So. Dist. Deeds, Book 4477, Page 323.

Attest:

Thos. Leighton, Jr., *Reg.*

LEASE

The Trustees of Shakerton, under declaration of trust dated November 29, a.d. 1921, and recorded with Middlesex County, Massachusetts, South District Deeds, book 4477, page 323, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto , of , hereinafter called the Lessee, which word and any pronoun referring thereto shall in this instrument be read as singular or plural according as at the time there is one Lessee or two, and shall wherever the context permits include the heirs, executors, administrators and assigns of the Lessee or Lessees, the following described parcel of land in Shakerton, in the town of Ayer in said Middlesex County, *to wit:*

To have and to hold to the said and his heirs, executors, administrators and assigns for the term of years, beginning , a.d. 19 , upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Shakerton and, if and whenever there is an organized Community in existence, thereby accepts and covenants to be bound by its constitution and ordinances; the

Lessee by accepting this lease also accepts and covenants to be bound by all the provisions of said declaration of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Lessors or by the Community of Shakerton, subject to revision by arbitration as provided in said declaration of trust.

2. To observe and comply with and not to permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Shakerton, in accordance with its constitution.

3. To pay to the Lessors for whatever part of any natural resource shall be brought to the surface of the land an amount of money of a value equal to the value of such part of such resource as it lay in the ground; payments to be made periodically at times fixed by the Lessors; the amount payable to be fixed by the Lessors, or by the Community, if and whenever there is an organized Community in existence, subject to revision by arbitration as provided in said declaration of trust in respect to rent.

4. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

5. To permit all or any part of the leased premises, including improvements thereon, to be restricted in its private use, or taken for public use, by the Community, in such manner as its form of organization may provide, under the conditions stated in said declaration of trust, or by the Lessors if and whenever there is no organized Community in existence.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Lessors, except that trees which were not growing on the demised premises January 1, 1921, may be cut and removed by the Lessee.

The Lessors covenant with the Lessee:

To apply all income (not including payments for natural resources) received from all real estate from time to time held by them under said declaration of trust to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

(B) To such purposes and in such manner as the declaration of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto:

(A) All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee, and may at any time before the termination of the lease, if the rent is not then in arrears, be removed from the land by the Lessee or by any person acquiring the same from the Lessee, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Lessors may require reasonable security therefor as a condition of permitting such removal. Any improvements not removed before the right of removal terminates shall become the property of the Lessors, who may, however, release the same and permit the removal thereof on such terms as they think fit.

(B) This lease shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Lessors may therein provide, and may be terminated for violation of any such restrictions, or violation of such reasonable ordinances as the Community may from time to time enact and declare to be a cause for termination, and as the Lessors approve.

(C) This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termina-

tion for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

(D) The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Lessors, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D. 19 .

Commonwealth of Massachusetts.

ss. *19*

Then personally appeared the above-named and acknowledged the foregoing instrument to be his free act and deed,

Before me,

CONSTITUTION

Preamble.

We, residents or leaseholders of Shakerton, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

ARTICLE 1. *Constitution.*

This community shall be known as Shakerton, and its communal affairs, except as already provided for in the declaration of trust, shall be administered by the people of Shakerton in public meeting assembled, and by such officers as they shall elect.

ARTICLE 2. *Communal Meeting.*

Every natural person who is a leaseholder or resident of Shakerton not less than twenty-one (21) years of age, without discrimination on account of sex, and the wife or husband of any leaseholder, shall be a member of the community and entitled to a voice and vote at all meetings, except that no one, besides those above referred to, shall be a member unless registered as a voter in the town of Ayer, provided such person has registered his or her name and legal ad-

dress on the books of the community kept for the purpose. Each member shall have one vote as representing himself and not more than nine (9) as proxy for other members. The Chairman may vote. Three persons present in person shall constitute a quorum.

A regular meeting shall be held on the second Saturday of every month, at 7.30 p.m. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five (5) or more of the residents or leaseholders. The communal clerk shall notify all leaseholders of such special meeting, stating the time and object.

ARTICLE 3. *Council.*

A Council, consisting of three (3) councillors, shall be elected by the communal meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual councillors separately. Such election shall be held whenever the communal meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the communal meeting, a Clerk, and also such other officials as the communal meeting may authorize, all of whom shall serve until their successors are appointed and have accepted. These officials shall not be remunerated except by the specific authority of the communal meeting.

The Council shall administer the affairs of the community, subject to the authority of the communal meeting, and the provisions of the declaration of trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the communal meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the communal meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the councillors and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the communal meeting may authorize.

ARTICLE 4. *Communal Clerk.*

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the communal meeting, and shall keep minutes of each such meeting, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

ARTICLE 5. *Treasurer.*

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested by a Councillor or the communal meeting. He shall pay out communal funds only upon an order made out and signed by any one of the Councillors, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every twelve (12) months by a committee of three (3) appointed by the Chairman of the communal meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present and voting at any regular communal meeting or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before by mailing, postage prepaid, to his or her address as registered on the books of the community kept for the purpose.

ARTICLE 7.

This Constitution shall go into effect as soon as twenty (20) leaseholders have organized, or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized.

An article by Llewellyn Jones, entitled "Here Are The Facts," appeared in "The Freeman" for August 24, 1921, being in the nature of a review of the first annual volume of "Enclaves of Single Tax." This article, with certain omissions, is reproduced below.

HERE ARE THE FACTS

Whenever socialism is discussed one hears the remark, "all socialistic experiments have failed." This refers, of course, to the attempts that have been made from time to time to run experimental socialist "colonies," and as none of these colonies have ever been initiated, as a matter of fact, by believers in scientific socialism, the objection has nothing to do with actual socialism at all. Nor has this article anything to do with socialism, although it deals with a number of experimental social "colonies"—using the word loosely. These settlements have been organized by groups of people who believe that the way to gain the greatest measure of justice and harmony in man's social life is to untax industry and to take, instead of the multitudinous taxes that burden us all to-day, the whole economic rent of the land. In a word, these settlers are disciples of Henry George. They are also people who have tired of, or who have never had high hopes of, the method of propaganda. It has seemed to them that to wait until enough people were "converted" to the idea of land-value taxation to "put it through" would be to wait a good while. So they have acquired the land and have simply converted that. They have gone quietly to work; and with the exception of the settlement at Fairhope, Alabama, practically nothing has been known of these colonies by the outside world. Now their representatives have published their first account of themselves.

In a way they have produced a very tantalizing book. One is so used to propaganda everywhere in these days, that one expects

to find it here. Think of the possibilities! The glowing descriptions of an ideal life: apostrophes to freedom: general all-round eloquence. Instead of that we have a narrative, bare as it can be, of the actual progress of these "enclaves," as they are called, in terms of numbers of settlers, and areas and values, and of their actual constitutions and legislative enactments.

. . . . . .

The constitution of these enclaves is relatively simple. In all cases the lands are leased to their occupiers and these pay to the trustees of the enclave a tax equivalent to the annual economic rent. Then the trustees as a body pay to the State and county whatever taxes they assess. In this way the individual landholder in an enclave, while he necessarily suffers to a certain extent from the restrictions which our politicians put upon enterprise, is freed from a great proportion of them. He can go ahead as far as he likes in improving his property, and he is not penalized. In some enclaves the trustees have gone farther than in others, in this matter of paying taxes for the individual holder.

. . . . . .

As these enclaves are purely individualistic in their interior policies, it is not surprising that they are free from the dangers of dissension and dissolution that socialistic colonies are subject to.

. . . . . .

We are then given figures showing the growth of the colonies since 1911, from which we learn that the gross rent of the five American enclaves rose from $5109 to $17,410 or 247 per cent. The story of Fairhope with its ambitious town-planning scheme and its already well-tried school of "organic education" is already fairly well known. It may not be so well known, however, that the Fairhope community possesses a railway which, from the stand-

point of finance and privilege, is the worst in the world. It never pays any dividends and it is utterly without any exclusive franchise that might protect it from competition. In fact, about all it is able to do is to transport goods and passengers. It will shortly extend its lines to connect Fairhope with the Louisville & Nashville Railway. All the road is permitted to do is to charge a rate that will cover "necessary charges and a surplus sufficient to provide for renewal of plant and amortization."

The conditions under which such growth as that recorded above is made, may best be summarized from a smaller area than that of Fairhope. Take Arden, Delaware, for example. It is located six miles north of Wilmington, and was founded in 1900 by Mr. Frank Stephens and Mr. William Price, and at the present time the 162 acres of the colony are occupied by 140 leaseholders and there are a hundred dwellings, as well as the inn. The rents as collected vary from twenty-five dollars to seventy-six dollars an acre, and the value of the land is determined by the Somers system — Arden being the first of the enclaves to apply it. The legal title to the land is held by the trustees, who pay all the ordinary taxes — including that on automobiles. The community elects three townsmen and seven assessors by the Hare system of proportional representation, and a clerk and an accountant. The money which is left after the trustees have paid the State and local taxes and the expenses of the trust, is turned over to be applied "to such common uses, desired by a majority of the residents as, in the judgment of the trustees, are properly public, in that they can not be left to individuals without giving one an advantage over others." Thus Arden presents a representative and democratic system of government. Arden is also notable as being the first community in the United States to establish a Raiffeisen banking system, which is based on character, not collateral, and which is a rural credit union following the plan "originated

about the middle of the last century by Burgomeister Raiffeisen of the village of Heddesdorf, Germany."

In the other enclaves, while details differ, substantially the same idea of individualism, representative and democratic government, and freedom of industry from taxation, are the guiding principles and actual practice.

. . . . . .

The publisher of this book . . . intends to bring out a volume each year, hereafter, bearing on the progress of the work. Criticism, therefore, may well be put in the form of suggestion for future volumes. What we should like to see then is, first, an actual balance-sheet of an enclave, perhaps in a simplified form, showing, if not actually, then diagrammatically, just what rent was paid in by the occupiers of the land, and what taxes were paid in by their trustees. Then, if it could be done, we should like to see some figures, real or diagrammatic, of some of the private enterprises that go on in these colonies, showing the relation of their finances to the fiscal policy under which they are running. What this last request really amounts to is for a picture of the actual life of the enclave. The book before us is a picture of the constitutional and political life of the enclave. It might be said that it does for the enclave what Viscount Bryce does for American "democracy." What we want next is to see an enclavian describe the other side of the medal.

Meanwhile, the present book, although it is written by a man who is evidently shunning the sensational and propagandist attitude, will interest deeply any reader who comes to it in the serious spirit in which it is written. Half of the book at least is devoted to legal documents, but even they are a welcome change after the sort of thing that social reformers and politicians invariably give us. The motto of most reformers to-day is "Let your light so

shine before men that they may be dazzled and think they see your good works when they do not." But Mr. Huntington and Mr. Warren have gone to the other extreme. "Here are the facts," they quietly remark. It is to be hoped that these facts will be thoroughly discussed, for these colonists have started a movement which, as they claim, can be extended indefinitely. Their theory is that the enclave shall extend and extend until, without any legislation or public agitation, but with a constant acceleration due to the widening advantages of the system, the land of the country shall pass under natural taxation. Then we shall wake up one day and find the whole thing a *fait accompli*, and all we shall have to do will be to abolish the governing bodies (which will be superfluous by that time) that now relieve us of our surplus wealth.

[*The suggestions in the foregoing article are pertinent, but there is great difficulty in following them in full, because any industry carried on within an enclave is inextricably related to like industries outside the enclave. But in this annual volume a beginning has been made in the line of these suggestions by publishing the annual financial reports of the enclaves.*]

APPENDIX

APPENDIX[1]

The index numbers, based on wholesale prices, used in computing this column, are those of the United States Bureau of Labor Statistics, and are as follows:

1908	92
1909	96
1910	100
1911	94
1912	101
1913	100
1914	100
1915	101
1916	124
1917	176
1918	196
1919	212
1920	243

This column gives rent in terms of the value of a dollar in 1913. Inasmuch as the fiscal years of Arden, Tahanto, Free Acres and Halidon end in February or March, the index number used in converting their rents is that of the year preceding.

[1] See pages 2, 17, 62, 92, 121 and 138.

Until May 20, 1921, *the price of the issue for* 1920 *was* $4.00 *per copy. At that date and afterwards some copies could be bought at lower prices: May* 20, $3.00; *July* 2, $2.00; *August* 8, $1.00; *September* 13, $0.50; *October* 20, $0.25.

The total number issued was 1000. *Of these there have been sold*

10 *copies at* $4.00	10 *copies at* $1.00
12 *copies at* $3.00	5 *copies at* $0.50
1 *copy at* $2.00	340 *copies at* $0.25

The remaining 622 *copies are offered to-day, March 4, 1922, at the following prices:*

142 *copies at* $3.00	120 *copies at* $1.00
120 *copies at* $2.00	120 *copies at* $0.50

120 *copies at* $0.25

The present volume, the issue for 1921, *the edition numbering* 1000 *copies, is offered at* $4.00 *a copy postpaid. Send cash, or order c.o.d. Orders for copies at lower prices (accompanied by cash) accepted in advance and will be filled in the order of receipt, if and when prices are lowered. Orders accompanied by cash at present price for books at the minimum price will be received, to be filled when the price reaches its minimum. Money will be returned, if in excess of price at time of shipment.*

CALUMET COLLEGE OF ST. JOSEPH
HD1313 .H9 STACKS
Huntington, Charles/Enclaves of single t
3 0933 00041 0999

HD
1313 Enclaves of single tax
.H9 or economic rent

HD
1313 Enclaves of single tax
.H9 or economic rent

P7-DSP-573